The Office of this JOURNAL *and of the* WEEKLY REPORTER *is now at* 12, *Cook's-court, Carey-street, W.C.*

The Subscription to the SOLICITORS' JOURNAL *is—Town, 26s., Country 28s.; with the* WEEKLY REPORTER, *52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the Office—cloth, 2s. 6d.; half law calf, 5s.*

**** We must draw the attention of correspondents to the rule that all letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer, though not necessarily for publication.*

Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, APRIL 18, 1874.

THE OFFICE OF SOLICITOR-GENERAL, declined by Mr. Huddleston, Q.C., has been conferred on Mr. Holker, Q.C. We believe the new appointment will be received with great satisfaction by the profession.

WE UNDERSTAND that Mr. Loftus Leigh Pemberton has been appointed a Registrar of the Court of Chancery, in the room of Mr. E. D. Colville, retired.

WE OBSERVE WITH MUCH REGRET the growth of a practice which threatens to reduce county court judges to the level of popular preachers or demagogues. It is not many months since we chronicled a banquet to one of these functionaries; a few weeks ago we reported the triumphal entry on his duties, amid much speechifying, of another; and now we have to record the solemn presentation to a third of an address "signed by four barristers and thirty attorneys," stating that "we think it due to you to state that we have been *perfectly satisfied* with your rulings generally; we consider you bestow more than usual attention and care on all cases coming before you; your judicial conduct during the whole time you have been judge of this circuit has commanded our high respect and esteem:" and so forth—in fact, a "character" differing in type in no essential respect from that which John Thomas or Jeames hopes to receive from his employer. If this kind of thing is to go on we shall be having the bar of a Vice-Chancellor whose decisions may have been roughly handled by the Court of Appeal, certifying to his knowledge of law, judicial dignity of manner, and general amiability of character; or the circuit mess formally testifying that the judges did not read newspapers on the bench more frequently than might be expected, and in other respects conducted themselves with decorum. We do not doubt the sincerity of the Cambridge practioners' satisfaction with Mr. Beales, or the kindliness of the motive which led them to express that satisfaction, but none the less we must avow our conviction that scenes of this kind are alike opposed to good taste and to the dignity of the bench. There are graver reasons against them, which cannot be better expressed than they were by that ever-to-be-lamented judge, Vice-Chancellor Wickens, in his reply to a communication with reference to a proposal to present an address to him on his appointment as Vice-Chancellor of the County Palatine. "I should wish you to consider whether public congratulations are not better avoided in such a case. They are not, I believe, generally made on appointments to judicial offices of real importance, and if they were would soon become unmeaning, though the omission of them might give pain and impair public confidence."

LORD HALE'S "creditor's *tabula in naufragio*," the doctrine of tacking incumbrances, is likely to be swept away. By clause 125 of the Land Transfer Bill it is proposed to enact in effect that after the commencement of the Act, and subject to existing rights, no priority shall be given to any estate or interest in land, by reason of such estate or interest being tacked to any legal or other estate or interest in such land, and full effect shall be given to this provision, although the party claiming such priority shall claim as a purchaser for valuable consideration and without notice. The history of the rule thus proposed to be rescinded affords a curious illustration of the mode of growth of many other doctrines of equity. First laid down by a bold decision in the reign of Charles II., it was subsequently upheld by judges who, while apparently not satisfied as to the justice or policy of the rule, thought that it was better to adhere to it than to unsettle a doctrine once laid down. Thus in *Edmunds* v. *Povey* (1 Vern. 187) it was strongly urged that "though the trade of buying in incumbrances had been formerly countenanced, yet that it was in truth a thing against conscience, and contradictory to many established rules of law and equity." But Lord Keeper North "wondered the counsel laid their shoulders to a point that had been so long since settled. . . . It is true," he said, "there have been strong arguments used against the reasonableness of this practice, and there might be likewise strong reasons brought for the maintaining of it, and so was at first a case very disputable; but being once solemnly settled . . . he could not suffer that point to be stirred." So also Lord Hardwicke admitted (*Wortley* v. *Birkhead*, 2 Ves. 571), with reference to the doctrine, that "it might be going a good way at first," but he likewise upheld the rule. And from that time to this courts of equity have been enforcing, and in some respects extending, the doctrine of tacking. It is never too late to alter a rule of law which often operates unjustly, and is altogether out of harmony with recent legislation; but the proper place for the provision referred to would seem to be rather in the Judicature Act than in the Land Transfer Bill.

A MEASURE, admitted by its warmest supporter, to be illogical, and as to which, in the recent debate, all the argument was on the side of its opponents, would hardly seem to call for much further discussion. Yet it is worth while to note the chameleon-like character of the reasons by which, from year to year, the sentimental outcry for the abolition of imprisonment for debt is supported. A few months ago we heard of nothing but the "inequality" caused by the operation of the bankruptcy law in the case of debtors above £50; now we find the tallyman and the improvidence of the working-classes brought to the front. According to Sir Henry James, the passing of the Act would "confer a great and lasting benefit on the working classes, by rendering those economical who had been extravagant, and causing men to be prudent who had been inconsiderate and reckless in their dealings." And how did the Bill propose to accomplish these desirable objects? Why, by practically relieving working men from the necessity of paying any debt not exceeding £5. It proposed to protect the working classes from the tallyman by making it the direct interest of the latter to encourage his customer to run up bills of over £5. It aimed to put an end to the alleged inequality and injustice of the existing law by creating a new and monstrous inequality and injustice—viz., that while a debtor owing £5 could not be sent to gaol, a debtor owing £6 might be imprisoned for weeks. Because working men's wives *will* buy shawls, it was proposed to allow dishonest debtors to go scot free. In order to save from punishment men who can pay their debts but won't, creditors were to be deprived of their security for payment, and honest purchasers were to be made to pay, in the price of goods, for the losses occasioned to the tradesman by the dishonest customers, against whom, if imprisonment for debt were abolished, no effectual means of compelling payment would remain. If imprisonment for debt affected only

the working classes, Mr. Bass's Bill would be a most questionable benefit to them. But, as is pointed out by a correspondent in another column, the operation of imprisonment for debt extends far beyond labouring men. By the class of debtors referred to by him, the abolition of imprisonment for debt would unquestionably be hailed with satisfaction. We doubt, however, whether Mr. Bass would very much care to take them under his protection.

WE DREW ATTENTION last year to the burden likely to be imposed on applicants for registration by the provisions of Lord Selborne's Bill authorising the registrar upon application for registration, either to decide any objection or claim or to refer it to a judge of the Court of Chancery, and proposing, in effect, that every point of law otherwise arising in the course of the business in the registry should be the subject of two distinct proceedings, one before the registrar to raise the point, and another before the Vice-Chancellor, to whom he was to refer it without having apparently any jurisdiction to entertain the question himself, even by consent. We are glad to observe that these provisions have been omitted from the Land Transfer Bill of this year. All objections or claims upon the first registration, and all questions "in reference to the register," are to be decided by the registrar, subject to an appeal from his decision to the High Court. But we do not find in the Bill any more exact definition of the class of matters which the registrar is to decide; still less any more specific power conferred on him of adjudicating on questions which may arise as to the construction or validity of any deed or will. It seems to us, as we said last year, worthy of consideration whether, to make the registry efficient, it will not be necessary that the London Registrar should be able to deal with all questions which may arise on any title before him, and should possess the powers and position of a Vice-Chancellor. Frequent resort to the High Court, whether by way of original application or of unlimited appeal from the decisions of the registrar, would not only involve much expense and delay to the applicant for registration, but would also, if the judicial strength of the Chancery Division of the High Court is not increased, add to the evils of which suitors already complain. Lord Cairns referred to the "Conveyance Judge," he hoped at some future time to see, but it is not easy to gather from the reports of his Lordship's observations whether this functionary is intended to be the registrar himself or only a court of appeal from his decisions. We find, however, that the present Lord Chancellor long ago expressed an opinion on this question. "The only chance," he said in the debate on the second reading of Lord Westbury's Land Transfer Bill, "of presenting a measure which will work well and induce owners of land to bring in their titles to be examined, is to appoint some person who will command respect and confidence, and I do not believe that this object can be attained by the appointment of anyone" (as the head of the Registry Office) "of less weight, experience, and authority than a judge of the land."

IT APPEARS from Lord Henry Lennox's statement in the House on Thursday evening, that the amount of the contract with Messrs. Bull for the superstructure of the New Law Courts is £693,429, but this sum does not include the expense of the fittings, or works connected with warming, lighting, and ventilating the courts. The total costs of these, with architect's commission and clerk of works' salary, amounts to £826,000. At the time the tenders were sent in it was stated that the amount of Messrs. Bull's tender was £732,095; so that the amount saved by Mr. Ayrton's pruning of the designs may now be ascertained. Assuming these figures to be correct, it amounts exactly to £38,666. On the other hand, as Mr. Gregory pointed out in the House in May last year, the interest on the money voted in 1865 and 1867 for the construction of the new courts, amounting, at the rate of £30,000 a-year, to £150,000, has been lost. To this we must now add another £30,000 for another year's interest. Moreover, by the provisions of the Act of 1865 the Government are bound to pay all rates and taxes to which the houses removed from the site of the courts were subject. The amount of these charges has been stated to be about £9,000 a year, and a sum of £54,000 must, therefore, be added for the six years. Thus we are enabled to estimate the advantages of the penny-wise policy which has been pursued in reference to this matter. A sum of £38,666 has been saved to the nation, while a sum of £234,000, at least, has been practically wasted.

LIEN FOR CHARTER-PARTY FREIGHT.

There are few cases more puzzling either to the parties themselves in determining on a course of action, or to lawyers who have afterwards to determine the construction to be put upon acts, than those where conflicting interests are represented by one and the same person. And this is the predicament in which a sea captain not unfrequently finds himself. A familiar instance of this is to be found in the question which has come before our courts as to whose agent he is in the case of a disaster when he becomes what has been called an "agent of necessity." It is his duty to act for all parties; for the cargo-owner as well as for the shipowner; and this is a duty to the cargo-owner which he owes as agent for the shipowner, who is responsible for his neglect or default in so acting. These points are very fully discussed in the luminous judgment of the late Mr. Justice Willes in the recent case of *Notara* v. *Henderson* (20 W. R. 443, L. R. 7 Q. B. 225) in the Exchequer Chamber. But what if the interests of shipper and shipowner conflict, as must not unfrequently occur—*e.g.*, in questions of transhipment, of a new contract at a port of distress on behalf of the shipper to pay freight *pro ratâ*, of delay for the purpose of drying and repairing cargo—whose interest is then to prevail? Mr. Justice Willes says that the shipowners are answerable if the master is "guilty of a want of reasonable care of the goods in not drying them." But "reasonable" with reference to what, if the interests of the shipper and the shipowners conflict? It is evident that nice questions must constantly arise as to what is "reasonable" care and conduct, and it is singular how bare the books are of authority on the point. The class of cases, however, where the captain acts in a double capacity to which we desire at present to draw attention is a different one, and one which is very numerously represented in the law reports. We mean the class of cases where there is a contract by charter-party, and also a bill of lading, and where the rights created by the charter in favour of the shipowner are different from, generally are larger than, those stipulated for by the bill of lading. The way in which these cases have usually arisen is that a ship is chartered by her owner with stringent provisions as to the freight, the shipowner's lien, and so forth. Goods are put upon board at a foreign port, for which bills of lading are signed by the master at a lower rate of freight than that in the charter-party. The goods are sent home, the charterer cannot or will not carry out the terms of the charter-party, and then comes the question, how far can the shipowner exercise the rights conferred upon him by the charter-party against the party claiming the goods under the bill of lading?

Here again it is often difficult to say whether the master in taking goods on board his ship and signing bills of lading has acted as agent for the shipowner or for the charterer or for both. As far as making a contract for the payment of freight goes, in the case of *Marquand* v. *Banner* (6 E. & B. 232) it was decided that the master in signing the bills of lading acted as agent for the charterer and made no contract for the shipowner. But something in that case turned on the

form of the charter, which was for a lump sum "for the *use and hire* of the vessel," and contained a provision "that the master should at the charterer's request sign bills of lading in the usual and customary manner, and at any rate of freight that might be filled up and *made payable in any manner the charterers might choose* without prejudice to the charter," thus giving the charterer a very extensive control over the vessel. In *Schuster* v. *M'Kellar* (5 W. R. 656, 7 E. & B. 724) Lord Campbell again says that in the case of the *locatio navis et operarum magistri et nauticorum* (which is the ordinary form of charter), with the intention that the chartcrer shall employ the ship as a general ship for his own profit, the master when he signs bills of lading does so as the agent of the charterer, not of the owner; and the same view seems to be necessarily implied in all the cases where the owner has been held entitled to enforce his lien for a freight higher than the bill of lading freight. On the other hand, the judgments in *Gilkison* v. *Middleton* (2 C. B. N. S. 134) seem somewhat inconsistent with this view. But whichever be the correct view on the point this much seems pretty clear, that unless there be something in the bill of lading or the charter-party inconsistent with the right of lien, the owner of the goods gives a right of lien to the ship for freight by allowing his goods to be carried in her.

Now it frequently happens that there are two contracts of affreightment, one the charter-party, the other the bill of lading. The charterer takes the ship as a speculation, at a certain rate of freight, with the object of sub-letting her carriage room at a higher rate, which he does by putting her up as a general ship. Or, even if he ships his own goods on board, it may be necessary, in consequence of the rise or fall of the freight market, for the purpose of negotiating the bills of lading, to make the bill of lading freight higher or lower, as the case may be, than the charter freight. With a view to this the charter-party ordinarily contains a clause to this effect, "the master to sign bills of lading at any rate of freight," or "at any rate not below the current rate, without prejudice to this charter-party." The question then constantly arises, what is the effect of this provision when coupled with the other clause, which is also, as we have said, usually inserted in the charter-party, "the owner to have a lien on the cargo for the freight." Supposing the bill of lading freight to be lower than the charter freight, and the charterer to be insolvent, has the shipowner a lien for the whole chartered freight, or only for the bill of lading freight?

It has never been doubted that where the shippers of the goods are really *bonâ fide* third parties without notice of the charter-party there is no lien upon their goods, except for the freight stipulated for by the bill of lading upon the terms of which they have shipped (*Paul* v. *Birch*, 2 Atk. 621; *Mitchell* v. *Scaife*, 4 Camp. 298; *Peek* v. *Larsen*, 19 W. R. 1045, L. R. 12 Eq. 378; *Small* v. *Moates*, 9 Bing. at p. 591). And mere notice of the charter-party would probably not be sufficient to imply an agreement by the shipper under the bill of lading to give a lien for the higher charter freight, at any rate where the charter-party contains the stipulation that the master is to sign bills of lading for any lower rate of freight. Without that stipulation it might be said, as in *Faith* v. *East India Company* (4 B. & Ald. 643), that the shippers would know that the captain ought not to sign a bill of lading which did not give a lien for the chartered freight. With this stipulation the shipper would know that the captain had authority to sign for the lower rate. Therefore, though some reliance is placed on the fact of notice in *Kern* v. *Deslandes* (10 C. B. N. S. 205), probably where this clause exists mere notice of the charter-party is insufficient (see *Shand* v. *Sanderson*, 7 W. R. 416, 4 H. & N. 381, and this point was admitted in *Fry* v. *The Chartered Bank*, 14 W. R. 920, L. R. 1 C. P. 689).

But it is not so clear what is the position of one claiming under the bill of lading when the goods have been shipped on account of the charterer, but the claimant has made advances against which he holds the bill of lading as security—whether he is entitled to consider himself a third person. Of course if it is a mere collusive arrangement by the shipper, who is acting as agent for the charterer, so as to relieve him from his undertaking to give a lien for the larger amount, the shipper must be treated as the charterer, and be subject to the same liabilities. This seems to have been the view taken of the facts by the Court in *Faith* v. *The East India Company* (4 B. & Ald. 630), and that case is put upon the ground of fraud and collusion in *Shand* v. *Sanderson* (*ubi. sup.*). The case of *Campion* v. *Colvin* (3 Bing, N. C. 17), decided a few years later, but arising out of the same transaction, seems to stand on much the same footing, though not expressly so put. In the latter case the defendants, who claimed as consignees under the bill of lading, were under advances to the charterers. The shippers, who were the common agents both of the charterer and of the defendants, purchased the goods on behalf of the charterer, but consigned them under bills of lading to the defendants. The jury found that the goods were the property of the charterer. It was held that the defendants could not be considered third parties, that they must stand in the place of the charterer, and the goods be subject to the charter lien for freight. *Small* v. *Moates* (9 Bing. 574) was a very similar case, but with this additional hardship upon the bills of lading holders that they had made a specific advance on the goods, without notice of the charter. In neither of these cases was there the clause "the master to sign bills of lading, at any rate of freight, without prejudice to the charter." In *Gledstanes* v. *Allen* (12 C. B. 202), decided in 1852, the defendant, who was the shipowner, chartered his ship by a charter-party containing that clause, with the additional words "in the event of a less freight the bills of lading of part of the cargo to be filled up for loss, if any." Here again the plaintiffs, who claimed under the bill of lading, occupied much the same position as the defendants in *Campion* v. *Colvin*, that is to say, they were under advances to the charterer. The charterers shipped goods to them in the chartered vessel, indorsing and transmitting to them bills of lading for the goods at a lower rate of freight than the chartered rate, such goods to be a security for the advances, but it was held that they, the plaintiffs, could only claim the goods from the shipowner, who was defendant, on payment of the higher charter freight, or, in other words, that they could only claim the same rights as the charterer. The court expressed themselves as being in a great difficulty to ascertain what was the meaning of the clause we have cited, but held that it could not affect the rights of the shipowners as to goods put on board by the charterer. In these four cases, then, the *charterer's goods* have been held subject to the charter lien, though claimed under a bill of lading making the goods deliverable on payment of freight at a lower than the chartered rate, and in one of them it was so held notwithstanding the occurrence of a clause in the charter-party authorising the master to sign for such higher rate of freight.

But in the latter case a distinction is drawn between the position of Gledstanes, who were consignees under advances to the shippers, and the position of *bonâ fide* indorsees for value of a bill of lading, as against whom the shipowners might have been estopped from saying that more was claimable than the lower rate of freight, which, however, was the position of the claimant in *Small* v. *Moates*. Some reliance seems to have been placed by the court on the words of the charter-party, "in the event of a less freight," &c., cited above, as limiting the authority of the master to diminish the owner's lien. It is not, however, very easy to reconcile the case with some of the later ones. If the owners authorise the captain to sign a bill of lading for the lower rate of freight, surely it is the intention that the holders of the bill of lading shall get the goods on payment of the lower freight; and why should not the doctrine of estoppel apply in the case of advances upon

the bill of lading, if the owners expressly or impliedly authorise the signing of it? In *Small* v. *Moates* it was said the bill of lading holders might have known the terms of the charter, and therefore they are in the same position as if they did know of it. But why were they bound to inquire? Surely the legal necessity for inquiries as to the authority of a person who, occupying the position of master, signs bills of lading, would impose a most prejudicial restriction on their negotiability. The case of *Peek* v. *Larsen* (9 W. R. 1045, L. R. 12 Eq. 378) is strongly against any necessity for inquiry. But assume inquiries made, even then, in *Gledstanes* v. *Allen*, the inquirer would have found that the master had authority to sign for the lower rate of freight. Surely the intention, in giving bills of lading at a lower rate of freight is that the holders may obtain the goods on payment of the lower rate. It is said the lender on the security of the goods cannot get a higher or clearer title than the borrower, and that the shipowner's lien is a prior charge to the advance; but does not the authority given to the captain to sign bills of lading for a lower rate of freight estop the owners from saying that the charterer cannot give a better title than his own? This was the view taken in *Brown* v. *North* (8 Ex. 1), decided in 1852, the same year as *Gledstanes* v. *Allen*, where the title of the holder of a bill of lading was preferred to that of one claiming under a prior mortgage of the vessel. Indeed, in *Gledstanes* v. *Allen*, as we have said, the court professes to distinguish the case from that of an indorsee for value.

The later cases are, with one exception, much more favourable to the claimants under bills of lading. Thus, in *Gilkison* v. *Middleton* (2 C. B. N. S. 134), in 1857, the charterers shipped the goods for sale on their own account, consigning them to Middleton for sale, who made advances on the bill of lading, which was indorsed to him. It was held that the shipowner could only claim from him the bill of lading freight. This was followed in the same year in *Neish* v. *Graham* (8 E. & B. 505). Next came *Foster* v. *Colby* (3 H. & N. 705), decided in 1858, though this was a stronger case for the bill of lading holder because the claimant was a bank which had made advances on the bill of lading, and not a consignee for sale. In *Shand* v. *Sanderson* (7 W. R. 416, 4 H. & N. 381) the same decision was given, though it was admitted that the holder of the bill of lading who shipped the goods was the charterer's agent, and cognisant of the terms of the charter-party, and shipped the goods by the charterer's order. On the other hand, in *Kern* v. *Deslandes* (10 C. B. N. S. 205), in 1861, where the real (though not the nominal) claimants of the goods, who were the consignees under the bill of lading, were also agents of the charterers under advances to him, and received the consignment as a security for such advances, the shipowner was held entitled to the higher charter freight. In *Pearson* v. *Göschen* (12 W. R. 1116, 17 C. B. N. S. 352) the subject was again discussed, but that case does not throw further light on the point, and the same may be said of *Fry* v. *The Chartered Bank* (14 W. R. 920, L. R. 1 C. P. 689).

To recapitulate: (1) Where the goods claimed under the bill of lading never were the charterer's, and the claimant has no notice of the charter-party, or the charter-party allows the captain to sign bills of lading at a lower than the chartered freight, the owner can claim only the bill of lading freight. (2.) It is submitted that the same holds good where the claimant has made an advance upon the bill of lading, of which he is a *bonâ fide* indorsee, though the goods were the property of and shipped by the charterer. But *Small* v. *Moates* is a contrary decision. (3.) Where the goods are the property of and shipped by the charterer under a general arrangement with the claimant, by which the latter makes advances against consignments by the charterer, it is doubtful whether he can claim the goods except on payment of the chartered freight, although the claimant at the time of shipment was under advances to the charterer, or had made advances subsequently on the security of the bill of lading.

THE LAND TITLES AND TRANSFER BILL.

II.

We saw last week that there is nothing in the process prescribed for registration as proprietor only which need prevent landowners and land buyers from availing themselves of the provisions of the measure relating to this subject. We have now to inquire, What is there to induce them to do so? The writer of an able letter to the *Times* has expressed an opinion that "it is difficult to suppose that an owner of land will go to the trouble and expense of putting himself on the register, when by so doing he will gain no immediate advantage," and he concludes that "the only inducement to voluntary registration will be the hope of procuring registration with a good" (*i.e.*, we suppose, an absolute) "title." If this be so, there is an end to any prospect of success, so far as regards voluntary resort to the register, for the only mode prescribed for obtaining registration with an absolute, or long limited title, as we attempted to show last week, is so clogged with conditions, and so surrounded with *indicia* of expense and delay, as to render it very improbable that it will meet with general acceptance.

Now, in considering this question, it is necessary to distinguish between the cases of different classes of landowners. There is one comparatively small section to which the remark of the correspondent of the *Times* is entirely applicable, and there is another much larger class to which it is in part applicable. The small section of landowners referred to are those who desire at once or soon to sell an estate in many plots. These persons must have registration with an absolute title, or no registration at all; but in their case the immediate advantages resulting from the saving of cost of investigation of title and transfer to the purchasers of the plots, and therefore, the increase in the amount of the purchase-money, would be so considerable as to render it probable that wherever they can obtain a sufficiently favourable opinion from counsel as to the state of their title, they will be disposed to run the gauntlet of the registrar and the examiners of title.

The larger class is composed of proprietors who would be insulted if you suggested the possibility of their ever selling their land. It seems to us that the framers and critics of land transfer schemes have too often overlooked the existence of this important body. It has been well remarked that in devising measures on this subject it seems to be assumed that the landowner either is or ought to be always offering land for sale. But Lord St. Leonards, in one of his speeches on Lord Westbury's Bill, gave what we believe to be a perfectly correct description of the sentiments of the owners of thousands of acres in this country. He imagined the solicitor of a man settling his estate on his marriage, advising him to apply for registration. "He would naturally say, 'What! Do you doubt my title?' 'Oh no,' would be the reply. 'Then why apply to give me a title when I already have it?' 'Ay,' says the solicitor, 'but you may want to sell.' 'To sell,' replies the owner; 'I never mean an acre of my estate to be sold from my sons, and my sons' sons, to the latest generation, as far as the law will permit it to remain in settlement.'" Now to people of this way of thinking the prospect of facility of transfer, whether immediate or remote, will have no charms, while the process prescribed for obtaining registration with an absolute title will be extremely repulsive. The notion of a register of charges—even though only open to the extent permitted by Lord Cairns' bill—will be full of terror to them. They will think that a register open to any person who has entered any *caveat* or notice affecting their land, and the agent, or clerk of the agent, of any such person, is not far removed from a register accessible to any one who cares to search it, and *that*, as is well known, constitutes the *bête noir* of the landowner. The provision that

the registrar *may*, if any one of the rights or easements or tenancies mentioned in section 37 is proved to his satisfaction (apparently by any person claiming it, and not necessarily in the presence of the registered proprietor), enter notice of it on the register—thereby giving to any tenant access to the register of his landlord's title—will hardly tend to afford an additional inducement to landowners to come on to the register.

But there is a third class of landowners whose position is very different from that of either of those already considered—we mean landowners who contemplate the possibility that sooner or later their property may come into the market. Probably very little land is bought with the idea of selling it immediately or soon, but very much land is bought and held by persons who, if you asked them, would tell you that they looked upon their land or houses as investments only, which at any time they might realise; and that after their death it might be necessary to do so in order to provide for their families. Now to this class it is obvious that any measure which offered at a moderate cost, the advantages of diminution of expense to the purchaser in investigating title, or in the transfer of land, would be a boon; for if by registration these advantages could be secured, registration would mean an increase in the saleable value of the land. How far does Lord Cairns' measure afford these advantages to the person who registers as proprietor only? For some time after registration it must be admitted that the cost of examining title on transfer would not be diminished—might, indeed, be increased. The title previous to the date of registration would of course have to be investigated, and the boundaries to be verified, precisely as at present, and, in addition, the land certificate would have to be examined, and the register searched for *caveats* and restrictions. But to set against this there is the consideration that once on the register the title will always keep itself clear. The length of the abstract to be prepared on sale will be always diminishing; the title will be always improving, until at length by the operation of lapse of time, the end desired will be reached, and the purchaser, without further trouble than a search of the register and a requisition that all *caveats* and restrictions shall be removed, will be able to satisfy himself that he acquires an indefeasible title. It remains to be seen whether this prospective advantage will offer sufficient inducement to the class of landowners last mentioned to induce them to incur the comparatively slight cost of registration as proprietor only. There seems reason to suppose that, though the benefit is future, it will be sufficiently great to operate in this way.

A very considerable portion of the land in this country is held by trustees. What is the probability that this will find its way on to the register? In other words, since it is not to be supposed that trustees will burden the trust estate with the costs of registration against the wish of the persons beneficially interested, what inducements are offered to these persons to apply the needful pressure? Many of the considerations above noticed, as to the advantages of registration, will apply to this case. In a trust to sell after the death of a tenant for life these advantages might be very considerable; in other cases they might be very slight. In all cases a consideration arises to which we drew attention last year, that while the owner of a charge, whose interest may be very small, is entitled to have an entry of the particulars of the charge made on the register, to obtain a certificate of charge, and to have a note of the charge entered on the register of the land—thereby making himself practically safe—the *cestui que trust* is to be protected by a *caveat*, which really means only an opportunity to take proceedings in Chancery. Express notice of a trust is not to affect a purchaser, nor is such notice to be deemed "actual fraud" so as to enable courts of equity to give relief. It is true that, adopting the ingenious suggestion of the Land Transfer Commissioners, the Bill provides that on the registry of joint proprietors an entry may be made on the register that when their number is reduced below a specified number, no registered disposition is to be made except by the court. But the protection afforded by this provision depends entirely on the assumption that dishonest, wrong-headed, and vexatious trustees are scarce, and, in any case, it throws upon the *cestui que trust* the burden of showing before the court that the transfer is not justifiable. The fundamental idea on which the whole scheme of the Bill is based, of distinguishing between land as an article of sale and as the subject of beneficial ownership—an idea first developed, we believe by Mr. Cookson before the Select Committee which sat in 1853—no doubt demands that equitable interests shall not be entered in the register with the legal ownership. Does it demand that they shall not be allowed to be noted as incumbrances? We can hardly think that if the existing provisions are retained persons beneficially interested in lands will be inclined to request their trustees to register.

What effect will the compulsion provided by the Bill have in bringing land upon the register? The acute writer before referred to has pronounced a rather strong opinion that it will have none or next to none. It operates only in case of sale, and there is no penalty or sanction for enforcing registration on a sale other than the provision that until registration the conveyance is to operate in equity only. This penalty, he says, will in most, if not all, cases be of an illusory character. "The vendor will provide by his conditions or contract of sale—though this does not seem to be necessary—that the purchaser shall be at the expense and risk of registration; and the purchaser will either, by the form of his conveyance, evade the statute, or will take his conveyance in the ordinary form, and delay to register until it becomes necessary or desirable for him to get in the legal estate; and this will in the great number of cases be never." Now we rather think that in making these observations the writer had his eye on the provisions for registration with an absolute title. He speaks of the "expense and *risk* of registration," as though the compulsion intended were compulsion to register as absolute proprietor. But in point of fact, of course, the compulsion is only to register *in some form*, and that form will doubtless (for the reasons before explained) be usually as proprietor only. To registration in this mode no risk attaches, and, as we have seen, the cost is not likely to be deterrent, while the advantages offered, to a certain class, at least, of proprietors, are apparently sufficient to induce them to resort voluntarily to the register. But the ingenious observations of the correspondent of the *Times* proceed entirely on the assumption that the purchaser will desire to avoid registration. If he has that desire, he may doubtless accomplish the end he seeks, but in many cases at least, we think, he will not have it, and even when he has, he will seldom care to leave the legal estate outstanding for the sake of saving the slight addition to the cost of conveyance involved in being registered as proprietor only. On the whole we incline to think that the compulsion, though gentle, will be effectual.

PENDING LEGISLATION.

Real Property Limitation.

By this Bill, which is to come into operation on 1st January, 1879, section 2 of 3 & 4 Will. 4, c. 27, providing that no entry or distress shall be made or action brought to recover any land or rent but within twenty years next after the time at which the right of entry or action shall have first accrued, is to be repealed, and re-enacted with the substitution of "twelve years" for "twenty years," and the addition of the words "or suit" to the words "an action." Considering that after the commencement of the Judicature Act all proceedings in the High Court are to be instituted "by a proceeding to be called *an action*" (Rule 1), it is rather difficult to comprehend the necessity for the addition of the reference to a suit.

Section 5 of the Act of Will. 4 (which we shall term "the Act"), providing that the reversioner's right shall be deemed to have first accrued at the time when his estate becomes an estate in possession, is also repealed, and substantially re-enacted, with the addition that if the person last entitled to any particular estate on which the future estate is expectant was not in possession or receipt of the rents at the time when his interest determined, no entry, &c., is to be made, or action brought, but within twelve years next after the time when the right of entry or action first accrued to the person whose interest has so determined, or within six years next after the time when the estate of the person becoming entitled in possession shall have become vested in possession—whichever period shall be the longer. The barring of the future estate is to bar also all subsequent estates under any deed or will taking effect after the time when the right of entry or action first accrued to the owner of the particular estate whose interest has so determined.

Section 16 of the Act, giving persons under disability or absent beyond seas, and their representatives, ten years from the termination of their disability or their death, in which to make entry or bring action, is to be repealed and re-enacted with the omission of absence beyond seas, and the substitution of six for ten years. It is expressly provided that the time for making entry or bringing action shall not, after the commencement of the Act, be enlarged by reason of absence beyond seas.

Section 17 of the Act, fixing the extreme period of limitation at forty years after the right of entry or action, &c., shall have first accrued, is also to be repealed and re-enacted, with the substitution of thirty for forty years. In section 18 of the Act, providing for the case of successive disabilities, the term of six years is to be substituted for ten years, and the term of twelve years for twenty years.

Section 23 of the Act, providing that where there has been possession under an assurance by a tenant in tail which shall not bar the remainders, they shall be barred at the end of twenty years after the time when the assurance, if then executed, would, without the consent of any other person, have barred them, is to be repealed and re-enacted, with the substitution of twelve for twenty years.

Section 28 of the Act, barring the mortgagor, at the end of twenty years from the time when the mortgagee took possession, or from the time when the last acknowledgment of his title in writing was given, is to be repealed and re-enacted, with the substitution of twelve for twenty years.

Lastly, section 40 of the Act, barring actions for money charged upon land and legacies, at the end of twenty years next after a present right to receive the same shall have accrued to some person capable of giving a discharge, unless, in the meantime, some part of the principal or interest shall have been paid, or some acknowledgment in writing given, is to be repealed and re-enacted, with the substitution of twelve for twenty years. The time thus limited is to be the same, although the charge or legacy may be secured by an express trust of a term of years or other estate.

The new measure is to be read with the 3 & 4 Will 4, c. 27, parts of which it repeals, and also with the amending Act of 7 Will. 4 & 1 Vict. c. 28.

A short time ago the Eastbourne guardians decided that casual paupers coming into the house on Saturday should be required to do the same amount of work on Sunday mornings as if they arrived any other day. A vigorous effort was made by many of the ratepayers to have the resolution rescinded; but the guardians decided to refer to the Local Government Board. An official reply has been received. It states that the guardians had no power to compel paupers to work on Sundays, but they could keep them till Monday and make them work then. The board resolved to adopt the latter course.

SPECIAL CORRESPONDENCE.

Imprisonment for Debt.

[*To the Editor of the Solicitors' Journal*]

Sir,—No one is satisfied with the state of the law as to imprisonment for debt, and it is no wonder. Mr. Bass points out that, as the law stands, the wives of labouring men improperly contract debts with tallymen and others, which their husbands are obliged to pay for fear of imprisonment. The judges, both of the superior and county courts, naturally feel the greatest repugnance to the duty cast upon them of committing for debt; whilst the mercantile community loudly, and with great justice, complain that dishonest debtors—a class much more numerous than is often supposed—who can, but will not, pay, cannot be forced to do so.

The fatal defect in Mr. Bass's Bill, recently thrown out, was that it dealt only with part of the subject. The labouring classes are by no means, as Mr. Bass seems to think, the only persons amongst whom there are debtors who require to be made to pay small debts. The only way to force some professional men, clerks, and others earning large profits or good salaries, to pay, is by threat of imprisonment. Within my own practice I am at this moment endeavouring to enforce payment of £4 14s., owing by a Queen's Counsel in large practice, who wrote to me nearly a year ago promising to pay in a week; about £11 (on a judgment) owing by a celebrated physician, also in large practice, at the West-end; about £8 (judgment debt) for twelve months past owing by a clerk (unmarried) in a public institution, with a salary of, I believe, about £150 a-year; and about £24 (on a judgment) owing by a West-end solicitor. I believe none of these persons would pay at all but for imprisonment for debt; and with the law in its present condition it will probably take years to collect the amounts due.

The intention of the framers of the Debtors Act, 1869, no doubt, was that the honest debtor should not be persecuted, but the dishonest one should be made to pay. The scheme of that Act, however, is such that it necessarily fails to carry out those objects. Under it no debtor can be imprisoned, unless it can be shown *by the creditor* that he has the means to pay. A man who owes a debt ought to pay it, or show some good reason why he does not do so: it is absurd to throw upon his creditor the duty of showing that he should pay the debt. The only possible reason why he should not pay is that he has no means. How is the creditor to know whether this is the fact or not? "Means or "no means" is a matter entirely within the debtor's knowledge; and on first principles it is for *him*, and not his creditor, to give evidence on that subject. The creditor's information can, at best, be but second hand, and, by a little adroitness on the part of the debtor, the creditor may be prevented from having any information at all. On the other hand, the debtor can speak with certainty. Ascertaining whether he has means or not costs him no trouble.

Anyone who has had much experience in the collection of debts knows that there is a very large class of persons, who, notwithstanding that they have plenty of means, will not pay unless they are forced by a threat of imprisonment or by actual arrest to do so. Many attorneys, sheriffs' officers, serjeants-at-mace, and bailiffs of the county courts could prove to demonstration that this is so; and, it is submitted that the duty of giving evidence as to means and of obtaining a judge's order should be thrown upon the debtor himself.

Why should not the creditor be allowed to issue a *ca. sa.* as in former days, *unless the debtor gets a judge's order preventing him from doing so?* If he could show that he had no means to pay, or that his means were limited, the judge might stay proceedings altogether, or make an order for payment by instalments.

This has always appeared to me the statesmanlike mode of dealing with the question; and it would have this great advantage, that whereas under the present system the judges have the invidious task of making orders to commit persons to prison, under the proposed system they would be exercising a jurisdiction which would be more satisfactory to them—viz., of preventing people who could not pay from going to prison in cases where they could not pay, instead of making orders of committal. Again, it is often most difficult for a creditor to serve a debtor with a judgment summons because the debtor has no address, and the summons must be served personally, but if the debtor had to get an order he would have no difficulty, the plaintiff's or the attorney's name and address being always given with proceedings.

The mercantile community complain bitterly of the difficulty they labour under, and the unfair expense to which they are put, in enforcing payment of debts, but they do not know the remedy. I venture to say that it is pointed out above.

E. F. Buttemer Harston.

Gresham-buildings, April 15.

RECENT DECISIONS.

BANKRUPTCY.

Ex parte James, Re O'Reardon, L.C. & L.J.M., 22 W. R 196, L. R. 9 Ch. 74.

Two persons carried on business in partnership in England and Ireland. One of them was adjudicated a bankrupt in England, the other was adjudicated a bankrupt in Ireland, and shortly afterwards they were jointly adjudicated bankrupts in Ireland. Out of these various adjudications the question arose as to who were the proper persons to distribute a sum of money arising from the sale of joint assets in England, and paid into an English bank under an order of the English court. The assignees under the Irish joint bankruptcy applied to have the money paid over to them, but this was opposed by the trustee under the English bankruptcy.

The Court of Appeal had no doubt as to their power, under the 72nd section of the Act, to order the money to be paid to the English trustee, or, under the 74th section, in compliance with a suitable order of the Irish court, to the Irish assignees. Upon consideration, however, of the effect of the various proceedings, the court were of opinion that as matters stood immediately prior to the joint adjudication, the English trustee and the Irish assignees were tenants in common of the joint assets, and that, after separate adjudications or a separate adjudication, a joint adjudication does not operate so as to vest the joint assets in the assignees under the joint bankruptcy. They held that at the time of the application the sum of money in question was the property of the English trustee and the Irish assignees as tenants in common; the latter having no better legal title to such assets than the former. Under the old practice, where there were both separate and joint adjudications, the separate adjudication used to be impounded or superseded, and the joint adjudication alone to be proceeded with. But in the present case it would plainly have been unjust towards the separate creditors of the English bankrupt if his separate bankruptcy had been superseded and they had been accordingly remitted to the Irish court. As, therefore, the separate bankruptcy must in any case be proceeded with, and as (see the report in the *Weekly Reporter*) there were creditors in England to the extent of £11,400 who wished the proceedings to be carried on here, while the Irish claims amounted only to £600, the court, looking upon the legal rights of the English trustee and the Irish assignees as equal, treated the question as one of convenience only, and on that ground declined to order the money to be transmitted to Ireland.

COMMON LAW.

Poor Rate—Rateability.

St. Thomas's Hospital v. *Stratton*, Q.B., 22 W. R. 321.
Inman v. *Assessment Committee of West Derby Union*, Q.B., 22 W. R. 330, L. R. 9 Q. B. 180.

That a hospital is not rateable to the poor was really, after *Jones* v. *Mersey Dock Trustees* (13 W. R. 1069, 11 H. L. 443), unarguable, and the Court of Exchequer Chamber have accordingly so decided, affirming the decision in the Queen's Bench in *St. Thomas's Hospital* v. *Stratton*. The point raised in the second case was more arguable. The question was, whether certain quay-space, in respect of whose use certain privileges were given by the Mersey Dock Board to a shipowner, was so far in the occupation of the shipowner as to make him liable to the payment of rates. The test in every such question is, has exclusive possession been parted with? Here, was the shipowner in the position of a lodger or a tenant? Notwithstanding the use of the word "occupation" in the contract by which the privilege was granted, two circumstances showed that exclusive possession was not given—the one, that the Dock Board had the right to send other ships to the berth when unoccupied by the shipowner; the other, that they reserved to themselves the right of exacting a "penal rent" for any goods allowed to lie upon the quay beyond a certain time. It was accordingly held that the shipowner was not rateable.

REVIEWS.

INDEX TO THE STATUTES.

Supplement to the Index to the Statutes (Second Edition); containing Additions and Alterations consequent on the Legislation of the Session of 1873 (36 & 37 *Vict.*). To be continued annually. By authority. Eyre & Spottiswoode.

If Lord Cairns had done nothing more for the profession than suggest to Lord Chelmsford, at that time Lord Chancellor, the preparation and publication of a Chronological Table and Index of the Statutes, he would have deserved the gratitude of practitioners. The advantage of having at hand a full and accurate index which tells you at once where to find all the existing legislative provisions with reference to any subject can scarcely be exaggerated, and the wonder is that the granting of this boon was delayed until so recent a period. It is rather startling to find that since the publication of the second edition of the Table and Index in January, 1873, which incorporated all the legislation up to that date, so many additions and alterations have already to be made. The legislation of last session has necessitated twenty-seven foolscap pages of *errata* and *addenda*, stretching from the first to the last page of the Index of Statutes relating to England. So far as we have tested the supplement before us we have found it accurate, but we think the references might occasionally with advantage have been made more numerous. Thus, if it is necessary to introduce a cross reference to the "Chancery Court," there surely ought to have been inserted under that head a reference to the Judicature Act. The 36 & 37 Vict. c. 50, which appears under the head "Religious worship," should also have been referred to under the head "Burial, burial ground," at p. 359 of the Index. The Act is not simply, as stated at p. 12 of the Supplement, an Act relating to the "sale or gift of site for place of" (religious worship) "or for residence of minister," but also for the conveyance of land for burial places.

Works Received.

A Treatise on the Law of Warranties. By. T. W. Saunders, Barrister-at-Law. Horace Cox.

The Practice before the Railway Commissioners. By R. G. Jenner, Barrister-at-Law. Wildy & Sons.

NOTES.

HOME.

Our readers will remember the frequent warnings we have given of the absurd omission in the illiterate voter clauses of the Ballot Act to attach any penalty to the making an untrue declaration of inability to read. On the eve of the recent election we pointed out that these clauses might "be used entirely to defeat the object of the Ballot." Mr. Robert Coningsby, in a letter to the *Times*, has drawn the following picture of the actual working of these clauses:—"Whenever a voter, who was 'no scholard,' but who had learnt to make his mark at the schools extemporized as before mentioned, demanded his paper and asserted his right to vote in secrecy, the partial presiding officer refused it, and insisted on dragging out for whom the man wished to vote. This was something like the scene protested against at the time, but enacted over and over again, and with four respectable gentlemen ready to swear to it:—Enter Caius Rusticus (confused and rather warm from his bout with the jeering gentlefolk outside). Policeman Balbus (who knows everybody in the place and takes him into custody).—'Ere, this way. 'Nother elleterit voter, Sir!' Presiding officer (who also knows Caius, addressing him severely).—'Put your mark here?' Caius (plucking up his courage a bit, but touching his forelock to show that although firm, he still means to be respectful to the gentleman before whom he has been brought).—'Can't I put'n where I like Sir?' Presiding officer.—'This is not the voting. You must first put your mark there' (pointing to the declaration of illiteracy). Solitary friend of stranger (interposing).—'The man has not told you, Sir, that he is unable to read. On the contrary, he wishes for a voting paper to make his mark as he pleases. The policeman has no right to speak here at all.' Caius (grinning and nodding gratefully).—'That's it, Sir.' Presiding officer.—'I know my duty and shall do it.' (Sharply to the prisoner at the bar)—'Put your mark there if you cannot read." Caius (remembers that the chance of having his own way comes only once in seventy-two years, and determines to have another shy for it.)—'But they told I to ask for bit o' paaper and make a cross by the name as has six letters, or the one as has ten, just as I likes. If I carn't write, I can count.' Presiding officer's clerk on the right.—'Will you do as the presiding officer tells you, man?' Presiding officer's clerk on the left (smiling pitifully).—'The presiding officer don't want to know whether you can count. If you cannot read, you must put your mark there first; then you vote as you please.' Caius sullenly signs the declaration that he is an ignoramus, and then says 'Now can I have the paper?' Presiding officer.—'Whom do you wish to vote for?' Caius.—'Ballot's secret.' Presiding officer.—'You have signed the declaration, and now you are bound to tell me which candidate you wish to vote for.' Caius (who sees it all now, and that the Codlingtons really were his friends, which the Shorters were not, sullenly, and in a plague-on-both-your-houses sort of way).—'Well, then, Codlington.' One more for Codlington, and when Caius gets outside he confides to anxious inquirers that 'ballot beant secret at all, and paarson's right.'"

Yesterday the Lords Justices reversed the decision of Mr. Registrar Pepys in *Re Angerstein* (*ante* p. 262), and at the same time they laid down a very important general rule with regard to costs—viz., that a trustee in bankruptcy who makes an unsuccessful application will be ordered, like any other unsuccessful litigant, personally to pay the costs of his opponent, recovering the costs out of the estate, if he can. Mellish, L.J., said that, before making an application, the success of which is doubtful, the trustee, if he knows that the estate is insufficient, ought to get an indemnity from the creditors. This rule is similar to that which has been recently laid down with respect to official liquidators.

FOREIGN.

FRANCE.

The Court of Appeal at Aix has recently decided an interesting case arising out of the events of September, 1870. On the 25th of that month the establishments of the Jesuits at Marseilles were taken possession of by a disorderly mob calling themselves the "*gardes civique*." These ruffians broke the furniture, destroyed valuable manuscripts, and committed all manner of excesses, imprisoning seventeen of the fathers and a missionary bishop, who happened to be staying with them. For the injury done to the buildings by the mob the Jesuit fathers sued the town of Marseilles, laying their damages at 61,222 francs. The Court of Marseilles awarded them 26,829 francs. From this decree the town appealed, contending that as the plaintiffs were members of a religious body—the Society of Jesus—which has no legal existence in France, they could not sue in the name of that body. The Court of Appeal, however, decided that although the Jesuits are not authorised, and are prohibited from acquiring or possessing property in France, they may nevertheless sue in their own name in respect of injuries done to their property, like any other citizens. The Court further raised the amount of the sum to be awarded by way of damages to 39,829 francs.

UNITED STATES.

In the case of *Bartemeyer* v. *The State of Iowa*, recently decided by the Supreme Court of the United States, it was contended that the right to sell intoxicating liquors was one of the privileges of citizens of the United States, which, by the fourteenth amendment to the Constitution, the States were forbidden to abridge. The court, according to the *Albany Law Journal*, expressed the opinion that the States have the right to regulate the sale of intoxicating liquors when such regulation does not amount to the destruction of the right of property in them. Mr. Justice Miller, delivering the opinion of the court, said: "But if it were true, and it was fairly presented to us, that the defendant was the owner of the glass of intoxicating liquor which he sold to Hickey, at the time that the State of Iowa first imposed an absolute prohibition on the sale of such liquors, then we concede that two very grave questions would arise, namely—1. Whether this would be a statute depriving him of his property without due process of law; and secondly, whether, if it were so, it would be so far a violation of the fourteenth amendment, in that regard, as would call for judicial action by this court. Both of these questions, whenever they may be presented to us, are of an importance to require the most careful and serious consideration. They are not to be lightly treated, nor are we authorised to make any advances to meet them, until we are required to do so by the duties of our position."

GENERAL CORRESPONDENCE.

THE LAND TITLES AND TRANSFER BILL.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I think our branch of the legal profession has a right to complain of the Land Titles and Transfer Bill that the appointments proposed to be made of registrar, assistant registrars, and examiners of title, both in the London and district registries, are reserved exclusively for barristers.

This reservation it is difficult to justify. It cannot be said that solicitors are excluded on the ground of incompetence; for it requires little acquaintance with the facts to be aware that there are a vastly larger number of competent conveyancers among solicitors than among barristers. I can see no other ground for the exclusion of solicitors than the precedents which have so often made legal appointments a monopoly of the other branch of the profession. These precedents are not founded on justice, and it cannot be the interest of the public, or the aim of the Legislature, to perpetuate injustice.

The main object of the Bill is to simplify conveyancing by the abolition of the time honoured "abstract of title." It is childish to suppose that, when this abolition is effected, the profits of solicitors will not be enormously diminished, or that the increase in the number of transactions will be sufficient to compensate for such diminution. No compensation is provided by the Bill, and, doubtless, none is contemplated by its promoters. The branch of the profession which it is especially proposed to injure by the Bill has an especial claim to a share in the appointments which are to be created thereby, and it is to be hoped that members of Parliament who are also solicitors will do their best to obtain a modification of the clauses objected to.

I cannot see why all the appointments referred to should not be thrown open to barristers and solicitors of ten years standing indiscriminately. The effect of this would be that the best men could be appointed, irrespective of the branch of the profession to which they belong. Doubtless the superior political influence and compact organization of the bar would secure the lion's share of appointments for barristers, and they could not reasonably complain of the excision from the Bill of what is an injustice to, and a slur upon, an honourable and learned profession.

Manchester, April 13. GREGORY W. BYRNE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In your number of the 11th April your correspondent "A." refers to the handsome terms in which the Lord Chancellor, in commenting on his Land Transfer Bill, has spoken of solicitors, but I think that had he proposed to *act* handsomely towards them, it would have been better still.

It appears by your epitome of the Act (contained in the same number) that registrars, assistants registrars, and examiners of title are to be appointed both to the London registry and to district registries, but in every case (except perhaps the case of examiner of titles in a district registry) barristers of at least ten years' standing are to be appointed. Now I wish to know why solicitors are not to be eligible as well? Surely it is time this monopoly in favour of barristers were put an end to. Few men knowing the two professions well are prepared to assert that a solicitor of ten years' standing is likely to have had less experience in conveyancing matters, or is likely to make a less efficient registrar or examiner of titles, than a barrister of the same standing. On the contrary, the probabilities are that a barrister with the necessary qualification accepting the lesser of these appointments, would be a man who had failed in his profession, most probably from want of work, and hence would have had little or no experience. There can, it seems to me, be no sufficient reason for excluding solicitors from the benefit of these appointments. At any rate, the insertion of this letter in your journal may induce some solicitor who is a member of the House to consider the subject, with a view to moving an amendment to this part of the Bill. T.

London, April 15.

SPOILED STAMPS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—With reference to your paragraph to-day on the mismanagement at Somerset House in allowing parchments on which stamps have been spoiled to be exposed for public sale, I should like to know on what grounds the authorities can claim to retain the parchments at all.

It has always been my practice to require them to cut out the stamps and return me the document, and although they usually resist, I carry my point. I believe it is a perquisite and don't choose to swell it. Besides I prefer having the voucher to show to the taxing master if the necessity should arise. Y.

London, April 11.

MR. COMMISSIONER KERR ON SOLICITORS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—It may interest your readers to know that yesterday Mr. Commissioner Kerr expressed an opinion in the City of London Court that "There ought to be a short Act of Parliament making it a misdemeanour for a solicitor to engage himself in a case where the interest at stake is under £20." O.

April 16.

The London correspondent of the *Manchester Guardian* states that at a meeting held the other day with reference to Mr. Bass's Bill for the abolition of imprisonment for debt, it was stated by a county court judge that at one sitting he signed commitment warrants for more than 100 colliers for small sums due to tradesmen. The debtors were in receipt of wages averaging more than £4 per week, and fed fighting dogs upon butchers' meat and other luxuries. Immediately the orders for imprisonment were made out the debts were paid.

COURTS.

BANKRUPTCY.

(Before Mr. Registrar ROCHE, sitting as Chief Judge.)

March 17.—*Re Barrett.*

A solicitor, alleging that a debt due to him for costs had been incurred by fraud, commenced an action against a debtor who had effected a composition with his creditors for the balance of his debt, after deducting the amount of composition actually received.

Upon an application being made by the debtor for an injunction to restrain the solicitor from proceeding with the action,

Held, that this court ought not to interfere.

This was an application on behalf of a debtor who had filed a petition for liquidation to restrain proceedings in an action brought by Mr. Albert Fleming, solicitor, to recover the sum of £54 due for law costs.

On the 17th of July, 1873, the debtor filed a petition under the 125th and 126th sections, and at the first meeting he made an offer of a composition of 3s. 6d. in the pound to his creditors, which they accepted, and the resolution was duly registered. At that time Mr. Fleming was a creditor of the debtor for £66 odd in respect of law costs, and he proved his debt and afterwards received the sum of £11 14s. 6d., being the amount of the dividend upon his debt. On the 30th of December, 1873, Mr. Fleming commenced an action in one of the superior courts for the recovery of £54, being the balance of his debt less the composition actually received.

In opposition to the application an affidavit was filed by Mr. Fleming, in which it was alleged that the debt had been incurred by fraud. It appeared that Mr. Fleming had been employed by the debtor as his solicitor in reference to the sale of some property. A sale was advertised and the property was knocked down to a purchaser. It afterwards transpired that the property did not belong to the debtor at all, but to his father, and Mr. Fleming thereupon declined to act any longer for the debtor.

Washington, solicitor, in support of the application.—In this case fraud is denied, but, even if there were any Mr. Fleming knew of it before he proved his debt, and received a dividend. This is evident from the correspondence. The respondent will probably rely on section 15 of the Debtors' Act, 32 & 33 Vict. c. 62, but that cannot apply in a case where the creditor knows of the fraud. The section was framed for the purpose of protecting a person who received dividends before he became aware that he had been the victim of a fraud.

Plumptre, for the respondent, *contra*.—The respondent has a right to proceed to the trial of the action. The 15th section of the Debtors Act provides that "Where a debtor makes any arrangement or composition with his creditors under the provisions of the Bankruptcy Act, 1869, he shall remain liable for the unpaid balance of any debt which he incurred or increased, or whereof before the date of the arrangement or composition he obtained forbearance, by any fraud, provided the defrauded creditor has not assented to the arrangement or composition otherwise than by proving his debt and accepting dividends." It never could have been the intention of the Legislature to protect a debtor who had been guilty of a fraud. The court will not restrain in cases where the issue involved is personal to the creditor: *Ex parte Paper Staining Company, Re Bishop*, L. R. 8 Ch. 595, 21 W. R. Dig. 23; *Ex parte Hartel, Re Thorpe*, 21 W. R. 428, L. R. 8 Ch. 743.

Washington in reply.

Mr. Registrar ROCHE.—The jurisdiction of this court with regard to the issuing restraining orders is quite clear; it is given by statute, but should be exercised with discretion. It was doubtless the intention of the Legislature that under the 72nd section this court should have jurisdiction to try every question properly arising in cases of bankruptcy, but *Ex parte Lyons*, 20 W. R. 566, L. R. 7 Ch. 494; *Ex parte Hodge, Re Hatton*, 20 W. R. 978, L. R. 7 Ch. 723; *Ellis* v. *Silber*, 21 W. R. 346, L. R. 8 Ch. 83, and other recent authorities have limited and circumscribed the jurisdiction of the court; and I am bound entirely to disregard what may have been the intention of the Legislature in this respect. The creditor in this case has, I think, a right to try the question of fraud or no fraud in a

court of common law. Why is this court to decide the question and to restrain the creditor in the exercise of the right which he undoubtedly possesses? Evidence in explanation may be adduced at the trial, and that being so I shall refuse the application. The question involved is a matter of perfect indifference to the other creditors.

Solicitors, *Hicklin & Washington; A. Fleming.*

March 17.—*Re Yeoman.*

Substituted first meeting of creditors allowed in a case where two sections of creditors, assembled at a first meeting, vote in favour of liquidation by arrangement but appoint different trustees.

This was an application on behalf of the debtor, with the assent of creditors, that a first meeting should be held in substitution for a meeting which had already taken place.

It appeared that at the first meeting held on the 26th of February there were two sections of creditors in attendance (1) those represented by Messrs. Ashurst, Morris, & Co., solicitors, who held proxies amounting to £5,982, and (2) those represented by Messrs. Lewis, Munns, & Co., holding proxies for £4,060. At the meeting two resolutions were passed, both in favour of liquidation by arrangement, but by one resolution Mr. George Chandler, accountant, was appointed trustee, and by the other Mr. Trickett, a trade creditor, was appointed to the like office. Upon the resolutions being presented for registration under rule 295, the registrar refused to register them on the ground that the necessary majority of signatures had not been obtained to either resolution.

F. Knight, in support of the application.—The appointment of two different trustees was an error on the part of the creditors, and the court will allow it to be rectified by the allowance of another meeting. The present case comes within the exceptions adverted to by the Lords Justices in *Ex parte Cobb, Re Sedley*, 21 W. R. 777, L. R. 8 Ch. 727.

Mr. Registrar Roche said the difficulty had been created by the creditors themselves by reason of the contest for the appointment of a trustee. If a fresh sitting were allowed was it likely that the creditors would agree?

Knight said the present application was made by the consent of all parties.

Mr. Registrar Roche.—Under those circumstances another meeting may be held, but there must be new proxies.

Solicitors, *Ashurst, Morris, & Co.*

COUNTY COURTS.

Liverpool.

(Before J. F. Collier, Esq., Judge.)

March 20, April 10.—*In re Blakey and Bush.*

Two partners filed a joint petition for liquidation, making affidavits that they had no separate debts, and a receiver was appointed. At the meeting of the joint creditors it was discovered that one of the partners had separate creditors who had not notice of the meeting. A new petition having been filed, the solicitor for the debtors applied for an order on the trustee to pay the costs incurred on the first, as well as the second petition, out of the joint estate.

Held, that as the costs of the first petition were incurred by the default of the debtors, they should not be paid out of the estate.

The debtors in this case carried on business as bootmakers, Bush at the same time carrying on a separate business as tobacconist. They filed a joint petition for liquidation, and a meeting of the joint creditors was convened, at which it was discovered that Bush had separate creditors who had not notice of the meeting, and thereupon it was determined to file a new petition and give notice to all the creditors, both joint and separate, of another meeting. At such meeting it was resolved to liquidate the estates by arrangement, and appoint Mr. Pentony trustee. The present application was that the legal costs of the first abortive petition be paid by the trustee.

Hodgson Bremner appeared for the trustee; and *Walton* for Mr. Rogerson, the solicitor who filed the petition.

His Honour said—In this case the debtors filed a joint petition for liquidation on the 19th September, and at the same time made affidavits that they had no separate debts. The first meeting of creditors was held on the 6th October, when it was found that separate debts did exist, and that the joint petition could not be proceeded with. It was accordingly dropped, and a fresh joint petition, with a list of joint and separate creditors, was filed on the 7th October. Mr. Rogerson, the solicitor acting for the debtors, asks for an order on the trustee under the latter petition to pay the costs incurred on the first, as well as the costs under the second petition, which embraced charges against the separate estates of each debtor, out of the joint estate, there being no separate estates. As to the costs of the first liquidation petition, it was contended that as a receiver was appointed, the creditors had benefited by those costs, and ought, therefore, to pay them. The judgment of Mellish, L. J., in *Ex parte Howell, Re Hawes*, 22 W. R. 287, was relied on to support that contention. No doubt there are expressions used by his Lordship in that judgment favourable to this view, but the case turned on the 292nd rule, and he expressly bases his judgment on the fact that proceedings were pending within the meaning of that rule, inasmuch as a receiver had been appointed, and had not been discharged. In the present case, owing to the default of the debtors, the proceedings on the first petition came to an end. I do not think that there is anything in the Bankruptcy Act, 1869, or in the rules, which provide for the payment of costs by the creditors in this state of things. The question is, ought I to allow the fund at the disposal of the creditors to be diminished by the payment of costs incurred entirely through the default of the debtors? With every disposition to allow Mr. Rogerson his costs, if I could find any authority for doing so, I cannot help thinking that they were incurred in a matter between himself and the debtors, and that I ought not to order them to be paid out of the estate. I shall, therefore, reject the motion, so far as it relates to the bill of costs for £21 5s., but the costs of the motion will come out of the estate. I have no difficulty in deciding that Mr. Rogerson's costs on the second petition, in respect of the separate estates, should be paid out of the joint estate. By the 113th rule the court may order costs necessarily incurred for any separate estate, if the same were incurred with reasonable probability of benefit to the joint estate, to be paid out of such joint estate. In this case there was more than a "reasonable probability" of benefit to the joint estate, for the joint estate could not have been liquidated without the liquidation of the separate estates. The application should in strictness have been made by the trustee; but, inasmuch as I think it is one which it would have been his duty to make, I do not feel inclined to reject the motion on that ground.

Solicitor for the trustee, *Ritson.*

Huddersfield.

(Before Mr. Serjeant Tindal Atkinson, Judge.)

March 27.—*Clough* v. *Lancashire and Yorkshire Railway Company.*

A railway company, notwithstanding a notice in their time bills that they will not "be accountable for any loss, inconvenience, or injury which may arise from delays or detention," are not protected from negligence or want of proper care, but where a fog had impeded the traffic, and thereby caused delay,

Held, that the company were protected by the terms of their notice.

The plaintiff, a solicitor at Huddersfield, sought to recover the sum of £2 2s. for loss sustained through alleged breach of contract on the part of the defendant company in not having despatched a train from Brighouse station on the 11th December last, at the time stated in the company's time table.

Clough argued his case in person.

Sykes appeared for the defendants.

The facts of this case appear from the judgment.

His Honour said:—In this case, which was tried before me on February 27th of this year, the plaintiff claims damages from the defendants for a breach of contract in not having on the 11th of December, 1873, conveyed him (the plaintiff) from Huddersfield to Halifax, he having purchased from the defendants a through ticket for that purpose. The train by which the plaintiff was to travel was advertised in the company's time tables to leave Huddersfield at ten o'clock, arriving at Halifax at 10.33. A fog prevailed during the

morning, which seriously impeded the traffic on the railway, and the train which was to take the plaintiff to Halifax was, when it arrived to take up the passengers at Huddersfield, twenty-four minutes late, and did not leave the station until ten minutes after the appointed time, and on arriving at Brighouse, owing to the obstruction caused by the fog, it was 45 minutes after its time. The passengers for Halifax by this train are obliged to change on their arrival at Brighouse, and are sent on by a train which awaits them there; but no notice of this change is found in the company's time tables. After waiting twenty-seven minutes beyond the usual time, the train which should have taken the plaintiff forward left Brighouse, and on the plaintiff's arriving he found that there was no other train for Halifax until 12.14. The plaintiff, having an important engagement, hired a carriage, and reached Halifax at 12.30, too late to keep his appointment. The company's time tables were put in, and contained the following announcement:—"Time bills. The published train bills of this company are only intended to fix the time at which passengers may be certain to obtain their tickets for any journey from the various stations, it being understood that the trains shall not start *before* the appointed time. Every attention will be paid to ensure punctuality as far as it is practicable. But the directors give notice that the company do not undertake that the trains shall start or arrive at the time specified in the bills, nor will they be accountable for any loss, inconvenience, or injury which may arise from delays or detention." It is contended by Mr. Sykes, on behalf of the company, that there ought to be a nonsuit, on the ground that the notice in the time tables, which have been put in evidence, forms a special contract, the terms of which are binding on the plaintiff, and the defendants are not liable for the delay. Under ordinary circumstances the company are bound to carry out the contract they make with the passenger, and must use such diligence and bring to bear such appliances as they may have at their disposal to perform the promise contained in their time tables—namely, that the train will leave at a certain time and arrive at the terminus at the time stated; but in this case the delay arose from causes entirely beyond the company's control. In the language of Lord Campbell, in giving judgment in *Denton* v. *The Great Northern Railway Company*, 4 W. R. 240—"Looking at the nature of the contract there may be certain implied exceptions from perils of the land, as there is in the case of a policy of marine insurance from the perils of the sea, as if a train, without any fault of the company, should be prevented from going by an inundation, or by some convulsion of nature. There they might be discharged." Here the delay was caused by a fog, which imposed upon the company's servants the utmost care and caution in the conduct of the traffic, a caution which was necessary for the protection of human life and of property, and brings the case within the promise on the part of the company contained in the notice that "every attention will be paid to ensure punctuality as far as it is practicable." I am of opinion that the facts proved show that "punctuality" was not "practicable" in this instance, and although I was much pressed with Mr. Clough's contention that the train at Brighouse should have been detained in order to carry onward the Huddersfield passenger traffic, this could only have been done at the cost of delaying the passengers who had booked there, and who had acquired the right to go on without delay. In the case of *Prevost* v. *The Great Eastern Railway Company*, 13 L. T. N. S. 20, the facts of which were very similar to the present, it was held by Crompton, J., that the contract of the company is that they will use proper care and not be negligent. I cannot find in the facts before me any want of proper care or any negligence, and there must, therefore, be a nonsuit entered in favour of the defendants, but in this case without costs.

Hopes are entertained that Mr. Justice Honyman will soon be able to resume his judicial duties.

One Colonel Billings, says the *Albany Law Journal*, was engaged in a case before a judge of considerable quickness and sharpness in his rulings, and who had overruled so many of the Colonel's objections that the latter finally lost his patience and let the judge know it. The judge at last demanded in a voice of thunder: "What does the counsel suppose I am here for?" Colonel Billings looked sadly disconcerted, but at last responded, smiling blandly: "I confess your honour has got me now."

APPOINTMENTS.

Mr. JOHN HOLKER, Q.C., M.P. for Preston, who has been appointed to the office of Solicitor-General (in succession to Sir Richard Baggallay, who has become Attorney-General on the resignation of Sir John Karslake), is the son of the late Samuel Holker, Esq., manufacturer, of Bury, in Lancashire, by Sarah, daughter of J. Brocklehurst, Esq. He was born at Bury in 1828, and was educated at the Bury Grammar School. He was called to the bar at Gray's Inn in Trinity Term, 1854, when he joined the Northern Circuit. He was appointed a Queen's Counsel in 1868. He has sat in Parliament as member for Preston, in the Conservative interest, since September, 1872. As the two Conservative members for Preston were returned by a considerable majority over the Liberal candidate, it is not expected that there will be any opposition to Mr. Holker's re-election.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

April 14.—The *Attorneys and Solicitors Bill*.—This Bill (*ante* p. 416) was read a third time and passed.

April 16.—*Middlesex Sessions Bill*.—This Bill was read a second time.

HOUSE OF COMMONS.

April 13.—*Public Works Loan Commissioners* (*Loans to School Boards*).—This Bill was read a third time.

Cattle Disease (*Ireland*).—This Bill was read a third time.

East India Annuity Funds Bill.—This Bill was read a second time.

Offences Against the Person Bill.—Mr. Charley moved the second reading of this Bill.—Sir H. Selwin-Ibbetson assented to the second reading on behalf of the Government, on the understanding that the Bill should be referred to a Select Committee.

The Bill was read a second time.

Infanticide Bill.—Mr. Charley moved the second reading of this Bill.—Mr. Holker supported the motion.—Mr. Cross observed that the principle of the Bill was founded on the recommendation of the Commission which sat on capital punishment. Its details, however, would require considerable modification. A Bill on the same subject, and dealing with other matters, had been introduced by the Recorder of London. He had no objection to the second reading of the measure, on the understanding that it should be referred with the Bill of the Recorder to a Select Committee.

This was assented to, and the Bill was read a second time.

April 14.—*Licensing Act*.—In answer to Mr. Melly, Mr. Cross said he hoped to be able to introduce next week—whether upon Monday or Thursday would depend upon the course of business—a Bill to amend this Act.

Imprisonment for Debt Bill.—Mr. Bass, in moving the second reading of this Bill, said that two years ago, at the instance of a county court judge of great ability and eminence (Mr. George Russell) he undertook to bring this subject before the House. After referring to the Committee which sat on the subject last year, he said there was abundant testimony before the Committee to show that men were committed to gaol who scarcely knew they were indebted at all, for goods furnished to their wives and daughters by travelling drapers who had been obliged to leave their own country. It might, perhaps, be urged that if imprisonment for debt were abolished, a poor man would be unable to obtain credit, but it was proved before the Select Committee that such would not generally be the case, as respectable men, with few exceptions, would undoubtedly get all reasonable credit, whatever their circumstances might be. The hon. gentleman proceeded to read general extracts from the evidence adduced before the Committee, and quoted the opinions of the late Chief Justice Bovill, the Lord Chief Baron, Baron Martin, and the present Lord Chancellor in favour of his views. In France, he said, they had no imprisonment for debt; in Italy they had none; in the United States they had none. England was, he believed, the only

civilized country in the world of any extent where this false system continued to exist. As to Scotland, he should say that there was there no imprisonment for less than £8 6s. 8d., or one hundred pounds Scots. He asked that men should not be imprisoned for less than £5, but if they went into Committee he would consent to go as low as £2.—Mr. Lopes moved that the Bill be read a second time that day six months. The Committee of last year, he said, was judiciously selected, because eight of its members were in the small majority of 34 who had voted for Mr. Bass's Bill, and only two were taken from the majority of 136—viz., the hon. and learned member for Taunton and himself. To make the committee more impartial, additions were made, but there was always a preponderance of votes in favour of the proposition of the hon. member for Derby, and therefore the House must not be too much influenced by that report. After explaining the state of the law, he asked. Why should not a man who had the money be made to pay? It was said that this was a pernicious system because it generated credit, and that if we did away with imprisonment the system of credit would go too and all would buy with ready money at more reasonable prices. But that presupposed that the working man had the money, while, in fact, his wages were paid at intervals, and illness might supervene or he might lose his work. If the security of imprisonment were taken away, would not the tradesman, instead of lowering prices for ready money, keep them up in order to make those who paid cover his losses? It was all very well in theory to say that a man with a good character would always get credit, but how could a tradesman distinguish between the man with a good character and the man with an indifferent one? Working men moved about from place to place, and where they were not known, character would not tell in their favour. It might be said the law made a difference between the man who owed a small sum and the debtor who owed a large one, between the rich and the poor; and that the bankrupt who paid 10s. in the pound, or compounded with his creditors for even less, went free, while execution was issued against the small debtor in the county court, and he might be imprisoned from time to time. But in reality the cases were not identical, and there was no analogy between them, because bankruptcy presupposed that a man had not sufficient money to pay his creditors, whom he was willing to pay, and that he handed over to them all that he possessed. He saw no harshness in the present system, when credit was essential to the working classes, and when imprisonment was practically only the punishment awarded for contempt of court.—Sir H. James said that when he entered the committee he was strongly opposed to the abolition of imprisonment for debt, but on consideration of the evidence placed before the committee, he had come to the conclusion that they ought to get rid of imprisonment for debt. He agreed that if the present system of credit were continued, imprisonment for debt must be maintained, but it would be maintained as a remedy against an evil. If the evil could be abolished by abolishing the remedy, it was surely wise to attack the remedy which fostered the evil. The credit now under discussion was one not between man and man, but a credit given to the means of recovery. It was proved before the committee that tradesmen charge 25 or 30 per cent. more on all their goods for credit than they would for ready money. This extra charge was borne by the honest man who paid ready money or at the end of his credit, while the dishonest man sometimes did not pay at all. His hon. and learned friend had said the working man would be unable to obtain credit. His own hope was that he would not require it. The Royal Commission which reported on this subject in 1834 offered arguments on which the present Scotch law—forbidding imprisonment for debt under £8 6s. 8d.—was founded. They showed that men sent to prison and brought into contact with characters of the worst description never recovered from its effect; that a remedy against the property of the debtor ought to be sufficient; that imprisonment for debt fostered excessive and reckless credit; and that creditors resorted to it for recovering debts which prudence should have prevented them from allowing to be incurred.—Mr. Holker said it was not the case that there was one law for the rich and another for the poor, or that the power of sending a man to prison was confined in its operation to those who came before the county courts. The law was that no man should be imprisoned for debt, but that dishonest debtors should have punishment inflicted upon them. The creditor must show that his debtor had the means of paying, and a man could now only be imprisoned, and then only for a period of six weeks, for not paying that which he had the means of paying. Such was the law, and it related to all debtors alike, whether they owed a thousand pounds or a thousand pence. For his part, he could not see any injustice in that law, or anything which deserved the censure which had been cast upon it. And what had been the result of its existence? It was this, that a creditor had at least a certain kind of security—he could enforce payment from a debtor of his who could pay. He therefore had confidence and gave credit. The result was that, when the workman was out of work, his wife and family were able to subsist until he obtained work, when, if honest, he would pay for the goods supplied by the tradesman, and, if not honest, he would be made to pay for them, instead of drinking away his wages in a public-house. If the present system were put an end to, the dishonest workman's family would have to go to the workhouse while he was out of work, there to be kept at the expense of the honest workman. That system was no hardship upon the honest man, who was in no way damnified by it, and what was it to him whether a score or so of dishonest workmen were sent to gaol under it, there to be kept at the public expense? If the tradesman could not enforce his claims against his debtors, he would be compelled to charge extra prices to the honest workman who did pay to make up for his losses which were the result of his trusting the dishonest, because he could not be expected to carry on his business without profit. For these reasons he thought the principle of the Bill was wholly bad. The Bill was also defective upon narrower grounds. It proposed to enact that a debtor should not be sent to gaol for non-payment in cases where the debt did not exceed £5, and the consequence would be that the tradesman would have a strong inducement to persuade his customer to run his bill above that amount.—Mr. Serjeant Simon was willing to support the Bill, although he thought it should have gone further and have abolished imprisonment for the non-payment of a debt altogether.—Mr. Sampson Lloyd said that, if the cases of imprisonment were inquired into, it would be found that the working classes were not exclusively concerned, but that the debtors imprisoned were mainly well-to-do persons, who, having the means, dishonestly and wilfully refused to pay their just debts. He referred to a case quoted in the Blue-book of one person who, although he had an income of £370 a year, had been committed twelve times, and had paid his debt each time on the eve of going to prison. In other cases the debtors who refused to pay until ordered to be committed were a dentist paying a rental of £70 a year, an annuitant having settled property of £110 a year, a clergyman, and a solicitor.—Mr. Clive, as a judge who had presided for some years over a metropolitan county court for a district second to none in population and importance, opposed the Bill, which he could not, from experience of the working of the existing law, but regard as injudicious and uncalled for.—Mr. Forsyth desired to remind the House that the decision of the committee of last year was diametrically opposed to the measure now under discussion.—Mr. Roebuck also opposed the Bill, and pointed out that fifty-nine out of sixty county court judges had given opinions in favour of the system.—Mr. Cross said that many of the evils attributed to the system were due rather to its administration than to the Act itself, and were it carried out in the spirit in which Parliament, he believed, intended it, those evils would to a great extent disappear. A mass of evidence was given before the committee as to the test applied by the judges respecting ability to pay. If they would confer together and frame rules by which to act in a more uniform manner, much of the alleged evil would be removed. If the Bill were passed it would take effect immediately and would throw the whole system of credit throughout the country into the greatest possible confusion. The hon. member said "You are not to put a man in prison for a debt of £5." Upon what principle was it possible to defend such a piece of legislation? Why should a difference be made in the case of the man who had incurred a debt of £6.—Mr. Bass confessed that his Bill was not logical. On a division the Bill was lost by 215 to 72.

April 15.—*Preservation of Ancient Monuments.*—Sir John Lubbock moved the second reading of his Bill for the Preservation of Ancient Monuments. He proposed to create of a commission, to have power to acquire ancient monuments and to maintain them in proper repair. A certain number were enumerated in a schedule—but the powers of the commissioners were to be extended to monuments of like character. After a long debate the bill was rejected by 147 to 94.

Married Women's Property Act (1870) *Amendment Bill.*—Mr. Morley moved the second reading of this Bill.—Mr. Lopes supported the Bill.—Mr. Marten moved an amendment to read the Bill a second time that day six months, and entered upon a detailed criticism of the Bill. The class of female traders, he said, was very small, but was sufficiently important to justify some provision to meet the case of women who were traders at the time of their marriage. He would recommend that this case should be met by an amplification of the first section of the Act of 1870, which secured to a married woman her earnings in trade, &c. He would suggest that the stock-in-trade, the book debts due and growing due, the assets, and the goodwill of the business of a woman who entered into the married state should belong to her for her separate use in the absence of an agreement to the contrary made at the time of her marriage. The separate property should then become subject to any judgment on any contract made by her previous to her marriage. If any allegation of fraud were set up and established, the Courts should have power to meet such a case. The Bill was objectionable as an instance of piecemeal legislation.—Mr. S. Hill and Sir F. H. Goldsmid supported the Bill.—Sir R. Baggallay agreed that some legislation was necessary to remove a blot in the present law. Before the Act of 1870 a man marrying a woman possessed of property acquired that property unless it were settled on her, but he became liable for her debts. In 1870 two amendments, or perhaps he should rather say alterations, were made in the law, the one giving the means of protecting certain property of the married woman from the husband and enacting that it should be held to be her separate property, and the other providing that the woman's husband should not be liable after marriage for any debts she might have contracted before marriage. The consequence was that the husband acquired all a woman's property while her creditors lost any right they might have had to the payment of their debts. The scope and purport of the present Bill were to make the husband liable for the debts of the wife to the extent of the property he had acquired by his marriage. He supported the Bill.—Dr. Ball also assented to the Bill.—Mr. Meldon opposed it.—Mr. Gregory observed that the principle of the Bill was that a man who through his wife became possessed of property should also discharge her liabilities. No doubt in some respects the Bill required alterations, but there could be little objection to the measure if it were confined to that principle.

The amendment was negatived, and the Bill was read a second time.

Game Birds (Ireland) Bill.—This Bill was read a second time by a majority of 141 to 66.

Returning Officers' Charges.—Sir H. James introduced a Bill to regulate the charges of returning officers at Parliamentary Elections.

April 16.—*Churchwardens Bill.*—Mr. Monk, in moving the second reading of this Bill, explained its object to be to provide facilities for the admission of churchwardens into office.—Mr. Beresford Hope moved that the Bill be read a second time that day six months.—Mr. Salt seconded the amendment.—Mr. Goldney supported the Bill.—Mr. Mowbray opposed it.—The second reading was negatived without a division.

Sale of Beer.—Mr. Wilson introduced a Bill to extend to the whole of Sunday the present restrictions on the sale of beer and other fermented or distilled liquors.

Cruelty to Animals.—Mr. Muntz introduced a Bill to amend the law relating to cruelty to dumb animals.

Apothecaries.—Sir J. Lubbock introduced a Bill to amend the Act of the 55th year of King George III., cap. 194, entitled, "An Act for better regulating the practice of apothecaries in England and Wales."

The *Astronomical Register* for April announces that Mr. George R. Rogerson, solicitor, of Liverpool, has been elected a Fellow of the Royal Astronomical Society

OBITUARY.

MR. WILLIAM BRITTAN.

Before the grave had closed over the remains of the late Mr. Abbot, of Bristol, whose death we chronicled last week, we are called on to notice the decease of the above gentleman, also of the same city, and whose offices were situated on the next floor in the same building as the first-named deceased. The late Mr. Wm. Brittan was the senior partner in the old and well-known firm of M. Brittan & Sons. The father, the late Mr. Mesach Brittan, died many years ago, and the business has since been carried on by the deceased and his brother, Mr. Alfred Brittan. For the last two years or more the deceased, owing to illness, did not attend much at the office, and, gradually getting worse, he died on Easter Tuesday last rather unexpectedly, for only the day before he had been able to ride out in his carriage. The deceased's firm are solicitors to the Bristol Charities, the Gas Company, and other bodies, and to the local Liberal Association. The deceased gentleman leaves a widow, but no family, to mourn his loss. His death makes the sixth within the last three months of members of the profession at Bristol—viz, the late Mr. Wilberforce Leonard, in January last (partner of the late Mr. Abbot); Mr. Wm. Baynton (the father of the profession, having been admitted in 1814); Messrs. J. C. Wallis and D. H. Goolden, in February last (who were the only two practising solicitors at Bristol of the Roman Catholic faith, and who died within a fortnight of each other); Mr. Henry Abbot, on Good Friday last, and now Mr. William Brittan, on Easter Tuesday last.

MR. R. D. HARRISON.

The death of Mr. Robert Devereux Harrison, solicitor, of Welchpool, and Deputy Clerk of the Peace for Montgomeryshire, took place at Newtown on the 8th inst., under the following melancholy circumstances:—On that day he was attending the Court of Quarter Sessions in Newtown, and seemed to be in perfect health and spirits. At the close of the business he hurried to the railway station, and while getting a ticket at the booking office, fell on the floor and soon after expired. Mr. Harrison, who was in his sixty-second year, was the eldest son of Captain Harrison, of The Cottage, Welchpool, where he was born. He was admitted an attorney in 1836, and in 1841 he began practice with his brother, Mr. J. P. Harrison, which partnership subsisted till two or three years ago, when Mr. J. P. Harrison's place was supplied by the deceased gentleman's eldest son, Mr. G. D. Harrison. The deceased for many years had occupied a seat in the Welchpool Town Council, and afterwards became an alderman of the borough, of which he once served as mayor. He was lieutenant of the first Volunteer company formed in Welchpool, and for some years was major of the battalion of Montgomeryshire Volunteers. Besides being deputy-clerk of the peace for Montgomeryshire, he was clerk to the magistrates, coroner for part of Montgomeryshire, and registrar of the Welchpool County Court. He was twice married, and left five children by his first wife, and two children by his widow.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

The society met on Tuesday evening last at the Law Institution, Mr. Nicholls in the chair. The following question was discussed, being No. 537 Legal:—"Was the case of *Stuart* v. *Cockerell* (L. R. 8 Eq. 607) rightly decided?" and was carried in the affirmative.

Mr. G. S. Gibb was elected a member of the committee.

The solicitors of the Three Towns, says the *Western Morning News*, as a mark of their esteem for Mr. Robert Edmonds, the newly appointed Registrar of the Stonehouse County Court, on Saturday presented him with the gown which he will have to wear in court by virtue of his office.

MR. BEALES AND THE PRACTITIONERS OF THE CAMBRIDGE COUNTY COURT.

On Wednesday last, at the sitting of the Cambridge County Court, Mr. Beales, the judge, acknowledged the receipt of an address which had been presented to him in consequence of some remarks made with reference to him by Mr. Justice Blackburn in the Court of Queen's Bench. The address stated—"We, the undersigned barristers-at-law or attorneys practising before you in the courts of which you are the judge, have read with much pain and regret a report of a remark alleged to have been made by Mr. Justice Blackburn in reversing a decision given by you in the case of *Taylor* v. *The Great Eastern Railway*; that if you were in the habit of making such rulings he owned he thought the Lord Chancellor should be made aware of it. Without discussing the particular point before the Court of Queen's Bench in the case alluded to, or presuming in any way to question the correctness of the view taken by that eminent judge, we think it due to you to state that we have been perfectly satisfied with your rulings generally; that we consider you bestow more than usual attention and care on all cases coming before you; that your judicial conduct during the whole time you have been the judge of this circuit has commanded our high respect and esteem, and that we have the fullest confidence in your able and impartial administration of the law in your several courts." This address was signed by four barristers and thirty attorneys practising in the several courts of the circuit. His Honour returned thanks at some length. He said he had read with great indignation what Mr. Justice Blackburn was reported to have said; but upon reflection he deemed it the best thing to attribute the remarks to some mistake or exaggeration in the report, or to some grave misapprehension as to the real facts of the case. On one point—the conditions under which the company had been allowed to appeal—the court above was wholly unjustified in what it said, as the solicitor of the company himself would admit. So far as he could gather from the report his decision was reversed without the shadow of or an attempt at argument, and in no very courteous terms. He was borne out in his views on the main point in the case by one of the most eminent courts of jurisprudence in the world—the Supreme Court of the United States—in which the very question at issue here had been made the subject of an elaborate and exhaustive argument.

LEGAL ITEMS.

Among the items in the estimates to be voted is one of £78,800 for the current year for the new law courts. In the year ended the 31st ultimo the sum voted was £68,800.

Lady Coleridge, the mother of the Lord Chief Justice of the Court of Common Pleas, died at the close of last week at Heath Court, near Ottery St. Mary, Devonshire, at the age of 86 years.

It is announced that Lord Jerviswoode, who recently resigned his justiciary judgeship in favour of Lord Mure, will, in a few days, retire altogether from the Scotch judicial bench.

The *Graphic* says that "*La Causa Tiecliborni*" is announced to be the title of a forthcoming opera at Naples. The name of the counsel for the defence is given as *Il Dottore Chinelli*; and the Lord Chief Justice is described as *Il Lord Capo di Giustizia Sir Cochiborno*.

The *Times* states that the following days have been fixed for election petitions. On the 4th of May the Haverfordwest petition will be heard before Baron Bramwell, and the Pembroke on the 5th. Mr. Justice Mellor will take the Launceston case on the 4th of May, and Mr. Justice Grove the Poole petition on the same day. The Durham City petition is fixed for the 19th of May, by Baron Bramwell; the Bolton case for the 22nd of May, by Mr. Justice Grove; the Durham County (Northern Division), will be heard by Baron Bramwell, on the 22nd of May; and the Southern Division, Durham, by Mr. Justice Mellor, on the same day. The Boston case is appointed to be heard on the 29th of May.

According to the daily papers a curious defence was set up in a suit for alimony just heard before the Civil Court of Paris. The defendant was M. O'Reilly, a member of the Council of Surveillance at the Paris Mont-de-Piété. In 1832 he was sentenced to deportation for conspiring against the State, but in 1848 he was made Secretary General at the Prefecture of the Seine, and in 1870 Mayor of the 10th arrondissement. In 1832 he was acquainted with a young seamstress, who the next year gave birth to a female child, which he had registered as his own, thus giving it a legal *status*. The daughter is now completely destitute, and brought a suit against her father for assistance. M. O'Reilly did not deny the paternity, but maintained that as in 1833 he was under a condemnation which involved civil death, he was incapable of executing any legal act, and that therefore his recognition of the child was invalid. The court did not admit the plea, and ordered him to make to his daughter an allowance of 100f. a month.

LAW STUDENTS' JOURNAL.

EASTER EXAMINATION, 1874.

General Examination of Students of the Inns of Court, held at Lincoln's-inn Hall on the 31st March, and 1st and 2nd April, 1874.

The Council of Legal Education have awarded to John Channon Lee Bassett, Ananda Mohan Bose, Ernest Eiloart, William Erskine Foster, Samuel Haughton Graves, Edward William Hawker, Charles Edward Jones, Douglas Metcalfe Metcalfe, Thomas Stewart Omond, of the Inner Temple, John Brumell, Ernest Badinius Florence, Thomas Alfred Spalding, Robert William Taylor, of the Middle Temple, Sabapathi Iyah Cumbumpati, Arthur Jepson, and Ashley Henry Maude, of Lincoln's Inn, Esqs., certificates that they have satisfactorily passed a public examination.

By Order of the Council,
S. H. WALPOLE, Chairman.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, April 17, 1874.

3 per Cent. Consols, 93	Annuities, April, '85 9⅞
Ditto for Account, April 93⅛	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91¼	Ex Bills, £1000, 2½ per Ct. par
New 3 per Cent., 90⅝	Ditto, £500, Do par
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, par
Do. 2½ per Cent., Jan. '94	Bank of England Stock 5
Do. 5 per Cent., Jan. '73	Ct. (last half-year) 250½ x d
Annuities, Jan. '80 —	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 205	Ind. Enf. Pr., 5 p C., Jan. '73
Ditto for Account. —	Ditto, 5½ per Cent., May, '79 101⅛
Ditto 5 per Cent., July, '80 108⅝	Ditto Debentures, per Cent., April, '64 —
Ditto for Account. —	Do. Do., 5 per Cent., Aug. '73 100½
Ditto 4 per Cent., Oct. '88 101½	Do. Bonds, 4 per Ct., £1000
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000
Ditto Enfaced Ppr., 4 per Cent. 95	

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices
Stock	Bristol and Exeter	100	123
Stock	Caledonian	100	93
Stock	Glasgow and South-Western	100	103
Stock	Great Eastern Ordinary Stock	100	45⅝
Stock	Great Northern	100	135
Stock	Do., A Stock*	100	152½
Stock	Great Southern and Western of Ireland	100	112
Stock	Great Western—Original	100	122⅛
Stock	Lancashire and Yorkshire	100	143
Stock	London, Brighton, and South Coast	100	80½
Stock	London, Chatham, and Dover	100	21½
Stock	London and North-Western	100	144½
Stock	London and South Western	100	109½
Stock	Manchester, Sheffield, and Lincoln	100	67½
Stock	Metropolitan	100	64½
Stock	Do., District	100	23
Stock	Midland	100	129½
Stock	North British	100	63½
Stock	North Eastern	100	164½
Stock	North London	100	1 3
Stock	North Staffordshire	100	64
Stock	South Devon	100	68
Stock	South-Eastern	100	110½

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The Bank rate is still at 3½ per cent. The proportion of reserve to liabilities has risen from 39·06 per cent. last week to 41·32 per cent. this week. The week has been characterised by heaviness in the railway market, although on Monday there was some advance in prices. In the foreign market there has been a steady upward movement. On Thursday, however, a slight reaction was reported.

It is understood that the nomination of Messrs. Turquand, Youngs & Co., and Messrs. Quilter, Ball & Co., to proceed to New York as accountants, has been cordially approved by the Erie Railway Company.

Messrs. Grant Brothers & Co., as bankers and agents in Europe, are authorised by the River Plate and Brazil Telegraph Company to offer for public subscription 500 first mortgage debenture bonds of £100 each, being the balance of £100,000, constituting the entire debenture capital of the company. The price of subscription is £90 per £100 debenture bond, repayable in ten years, and bearing interest to the investor at about 7¾ per cent. per annum on the price of subscription, in addition to a bonus of £10 per bond, as the debenture bonds are paid off at par. The bonds are payable to bearer with coupons for the interest attached. The company is formed to complete the chain of communication between Europe and South America by connecting by a submarine cable the City of Rio de Janeiro with the cities of Montevideo and Buenos Ayres.

COURT PAPERS.

COURT OF CHANCERY.

NOTICE.

The Right Honourable the Master of the Rolls and the Vice-Chancellors have directed that, from and after the first day of Easter Term next, causes set down for hearing on futher consideration shall be placed in the paper in priority to original causes, but such causes for hearing on further consideration will not be placed in the paper before the expiration of the tenth day from the day when they are set down, nor take precedence of any cause or matter that has already been placed in the paper.

R. H. LEACH, Registrar.

Chancery Registrars' Office,
Saturday, 21st March, 1874.

CAUSE LIST.

Sittings for Easter Term, 1874.

Before the LORD CHANCELLOR and LORDS JUSTICES.

Full Court 15th April at Westminster.

In re The Anglo-Moravian Hungarian Junction Railway Company (limited) appeal motion, to be spoken to on minutes, by order

Ex parte Villars (in re Rodgers) bankrupt appeal further hearing by order

Appeal Motions.

In re The Metropolitan Public Carriage and Repository Co. (limited) and Co.'s Acts
Andrew v Raeburn
Rasch v Dowson
Knight v Lewis
In re Harper and Co., Solicitors
Lyle v Scarth
The Original Hartlepool Collieries Co. (limited) v Moon
Saegert v Ferrier

Appeals. 1873.

Viscount Valentia v Denton (restored by order) R.—23 April 1874.
Leech v Schweder R.—14 March
Gladstone v Mackinlay R.—17 March
Moon v Veale R.—25 March
Great Western Insurance Co. v Cunliffe R.—26 March
Mills v Dawson R.—26 March
Ward v Sittingbourne and Sheerness Ry. Co. M.—31 March
Burbury v. Burbury H.—1 April
Laing v Zeden R.—1 April
Hough v Rankin M.—April 2
Edwards v Warden R.—8 April

Before the MASTER OF THE ROLLS.

Causes set down previous to Transfer.

Potter v Duffield m f d (restored by order)
Prichard v Collette cause V C W
Collette v Prichard cause V C W
Cameron v Leyland cause, witnesses V C M
Salmon v Brooks cause, witnesses V C M
Hodges v Wieland m f d, witnesses, before exmnr V C M
Kellaway, pauper, v Douglas m f d, witnesses before exmnr V C W
Smith v Smith m f d V C W
Matthews v Roberts m f d
Taylor v Rule m f d, witnesses at hearing, by order
Jervis v Wolverstan m f d
Collings v Jordan cause with witnesses
Payne v Wright cause V C H
Cook v Needham m f d V C H
Burnand v Taylor cause, witnesses V C M
Peel v Smith cause, witnesses V C M (S. O.)
Stansfield v Peverell m f d V C H witnesses before exmnr
Nailborough v Jackaman m f d V C M
Ball v Connett cause, witnesses V C M (April 16)
Kidd v Tallentire m f d V C H witnesses before exmnr
De Tourville v Beswick cause, witnesses V C H (May 27)
Howell v Lloyd cause V C M (April 21)
Smith v Mirfield cause, evidence viva voce (April 22)
Vaughan v Smithson cause with witnesses
Ralfe and Another v Hawthorne fur conson
Ralfe and others v Hawtnorne fur conson
Darby v Finch cause with witnesses
Hornby v Hornby cause with witnesses

Remaining Causes,

Transferred from the Book of the Vice-Chancellor Sir CHARLES HALL, by Order dated 25th February, 1874.

Hicks v Cook m d pt hd
Kinghorn v Williams c
Taylor v Strange m d
Spoor v Lawson m d
Jagger v Smith c
Firth v Fielden m d
Boyle v Harrison c
Harrison v Boyle c
Fielding v Iron m d
Griffin v Chick m d
Collette v Prichard c
Walmesley v Vickers m d
Warde v Adam m d
Mayhew v Johnes m d
Horrocks v Bernstein c, with witns
Smallwood v Smith m d
The Gresham Life Assurance Society v Below c, with witns
Abbott v Moss m d
Jennings v Williams m d
Palmer v Futvoye c (not before May 19)
Attorney-General v Cockermouth Local Government Board c
Harris v Jenkins c
Dunne v English c with witns (April 7)
Studdy v Lumley c
End of Transfer.

Causes set down since the Transfer.

Beynon v Cook exons for scandal
Wallace v Holmes dem
Jarvis v Mortimer m d
Mortimer v Jarvis c, with witns
Jones v Baynes m d
Attorney-General v Bevington m d
Codrington v Codrington m d
Jones v Walkington m d (not before May 22)
Chapman v Pitman m d
Ayles v Miller m d
J. C. Gale v Gale f c
Dyer v Carveth m d (short) (April 16)
Winter v Thompson m d
Dean v Wilson m d
Hickson v Hewitt c
Gray v De Mattos m d
Slark v Slark m d (short)
Roebuck v Chadwick c
Winearles v Stratton m d
Corbett v Waite c
Gray v Fox m d (short)
In re Barker's Estate. Webster v Webster f c
Spoor v Spencer c
Bailey v Crawley m d
Dell v Legg m d
Bamford v Ord m d
Cooper v Blumfield f c
Stenning v Reynolds m d
Kent v Ingoldby f c and summs to vary
Sugden v Odling f c
Watkins v Miller m d
Clarkson v Hirst m d
Ward v Lawson c
Lewis v Bowen m d
Fowler v Robinson m d (short)
Toone v Sarson c
London, Brighton, and South Coast Ry. Co. v Humphrey m d
Brent v Hamilton f c
Christie v Widdrington m d

Before the Vice-Chancellor Sir RICHARD MALINS.

Causes.

Matthaei v Galitzin dem of Russian Iron Works Co.
Matthaei v Galitzin dem of deft. Galitzin
Morgan v Goulton dem
Elder v New Zealand Land Improvement Co., Limited dem
Eley v Imperial Ottoman Bank dem
Emson v Saffron Walden Ry. Co. f c
Paine v Jones c, with witns (day to be fixed)
Nind v Church m d
Pickering v Ager c, wits (day to be fixed)
Wilson v Thornbury m d (day to be fixed)
Taylor v East London Ry. Co. 1872.—T.—111 m d
Taylor v East London Ry. Co. 1872.—T.—141 m d
Randell v Samels m d
Bryan v Moss m d
Parks v Briscoe m d
Street v Bonsor c, wits (day to be fixed)
Canter v Wodehouse c, pro confesso
Flood v Hampden m d
Walker v Dobson sp c
Plumer v Gregory m d
Bradshaw v Congreve m d
Bright, Knt., v Marcoartu m d
Webster v Malcolm c
Stewart v Lupton c, with witns (day to be fixed)
Barnston v Barnston sp c
Roteh v Marshall sp c
Pollard v Wright m d
Topken v Parrott sp c

Hancock v Heaton f c & sumns
White v Witt f c & sumns to vary
Ex pte. E. Brain & Ors. petn. of right
Prince v Dear m d
Harding v Spiller f c & two sumns to vary
Moses v James f c
Maddin v Driscoll m d
May v May f c and petn
Lucas v Siggers m d and exmn. of T. Berry by order
Perring v Trail f c
Hooper v Hooper f c
Trebilcock v Thomas f c
Dutton v Hockenhull f c and sumns to vary
Rodgers & Sons (Limd.) v Rodgers m d
Halfpenny v Davies f c
De Stacpoole v De Stacpoole f c
National Society v School Board for London m d
Attorney-General v English m d
May v Robertson c
Harris v Morley m d
Morley v Harris c
Killworth v Keyes sp c
Morgans v Evans m d
Swete v Tindal m d V C H
Swete v Cookson m d V C H
In re Gledstane's Estate, and Gledstanes v Croyden f c and sumns to vary
In re Oughton and Smith v Oughton f c
Michael v Price m d, witns before examr
Kenney v Dawson m d
Routledge v Smith c with witns
Koe v Cooper m d
Taylor v Taylor m d
Kirk v Kirk m d
Sutton v Cullen m d
Yapp v Williams m d
Lechmere, Bart, v Williams m d
Ecclesiastical Commrs v The Queen's Hotel Co., Limited m d
Russell v Pacey f c
Price v Slater m d pro confesso
Davies v Davies m d
Scott v Cumberland f c
Williams v Williams c, with witns
De Faulong v Gardere c
Webb v Webb f c
Bowker v Croaker m d
Pohl v Briton Medical and General Life Association c
West India and Panama Telegraph Co. v IndiaRubber &c. & Telegraph Co. c
Panama and South Pacific Telegraph Co. v Same c
Harper v Kemp f c
Graham v Curteis m d
Beamish v Mosedon m d
Sydney v Sydney m d
Farrar v Farrar f c & sumns to vary
Wilkes v Norman f c
Dance v Goldingham m d
Petersdorff v Cook f c
Hoskins v Webb m d
Roach v Trood m d
Crouch v Waite c
South of England Oyster Co., Limited, v Hayling Rys Co. m d
Watson v Topham f c
In re The Appletreewick Lead Mining Co., Limited, & Co's. Acts case on appl. from Skipton County Court
Thomas v Jones m d
Matthews v Checketts m d
Buckingham v Glubb m d
Carter v Williams m d
Jarvis v Neal m d
Gruggen v Gruggen f c (short)
Cook v Lound m d
Fenton v Fenton m d
Walker v Walker c
Highley v Morgan c
Lousely v Eele m d
Peers v Wright m d
Stubbs v Jennings m d
Attorney-Gen. v Wrench m d
City of London Real Property Co v Wrench m d
Gray v Lucas m d
Peverett v Crick m d
Gordon v Chambers f c
Peak v Paull c (not before 25 April)
Meadway v Scrutton f c
Sankey v Smithett m d
Trail v Jackson m d
Hardman v Poncia f c
Sculthorpe v Tipper f c
Rawstron v Rawstron m d (short)
Thompson v Clarke f c
Agar v Wood m d
Roberts v Buee c with witns
Thornton v Ellis c
British Land Co., Limited, v Gamble m d
Newll v Newll f c
Gisborne v Gisborne m d
Jones v Jones m d
Burgess v Booth m d
Brooks v Sidebottom m d
Greenwood v Lord f c
Smythies v James c
Medland v Farrer m d
Leper v Cupit, Owen v Cupit, Jones v Hughes f c
Hingston v Tadd f c
Monday v Edds c pro confesso
Foster v Foster f c
In re Joshua Jeavon's Policy case on appeal from City of London County Court
Hunt v Tomkins f c
Bickersteth v Bickersteth m d
Christie v Christie m d
Thompson v Toulon m d
Mole v Whitchurch c
Grant v Droop f c
Frushard v Thorn f c

Before the Vice-Chancellor SIR JAMES BACON.

Causes set down previous to Transfer.

Youde v Cloud m d (21 April)
Wilson v The Furness Ry. Co. m d witns before exmnr
Yardley v Holland m d V C M pt hd (S. O.)
Healey v Borough of Batley m d V C M (sp exmnr appd)
Greg v Sagar c with witns V C W (S. O.)
Shaw v Longbottom m d V C W
Parnell v Stevens m d V C W witns before exmnr
Attorney-General v The Furness Ry. Co. m d, witns before examiner
Williams v Evans c with witns (23 April)
Wood v Harrogate Improvement Commissioners m d (28 April)
Attorney-General v Metropolitan Board of Works c with witns
Dearden v Lees c witns and motn (April 16)
Paddon v Winch m d
Bennett v Houldsworth c
Aydon v Reed m d (not before 20 April)
Hyde v Bluck m d and sumns witns before exmnr
Wood v Wood c, set down at request of deft, with witns (17 April)

Remaining Causes,

Transferred from the Books of the Vice-Chancellor Sir RICHARD Malins, by Order dated 12th February, 1874.

Parker v Mc Kenna c (Trinity Term)
Pearce v London Tramways Co. (limd) m d
Wier v Gisborne m d, witns before examnr
Collins v Slade c with witns (April 24)
Borough of Folkestone v Ramell c, with witns
Credland v Potter m d
Kearsley v Kearsley m d
Solomon v Minter c with witns
Richards v Williamson c with witns
Ward v Thompson c
Wells v Smith m d
Wyatt v Wyatt m d
Dickon v Smith m d
Spalding v Eden m d
Wells v Wells c
Payne v Evens m d
Kempson v Ashbee m d
Mellor v Moorhouse c
Richards v Kitchen m d
Job v Potton c with witns
Potton v Marriott m d

End of Transfer.

Causes set down since the Transfer.

Fisher v Blenkarn m d
Lomas v Smirthwaite m d
Hill v Burdett f c
Robinson v Smith f c
Martyn v Lean m d, witns before exmnr
Budge v Gummow f c
Raingill v Glegg f c
Parker v Pocock f c and two sumns to vary
Middlemas v Wilson m d
Stanton v Baring c with witns
Maidlow v Green m d
Grierson v The Cheshire Lines Committee m d
Wood v Harrogate Improvement Commissioners m d
Greathead v Harcourt f c
House v House m d
Powell v Rawle f c
Langhorne v Black f c
De Butts v D'Audibert m d
Meadows v Jordan f c
Quekett v Score m d
Larratt v Mills m d
Mair v Mair f c

Before the Vice-Chancellor Sir CHARLES HALL.

Causes.

The British Mutual Investment Co. (limd) v Smart dem
Tomlin v Budd dem
Camps v Marshall m d, witns before examr
Bullocke v Bullocke m d, wits before examr
Re John Evans' Estate, Evans v Evans f c (S. O.)
Chamberlain v Chamberlain m d
Carnegie v Carnegie c with witns
Cook v Giggall m d
Saull v Saull f c pt hd (S. O.)
Boynton v Boynton m d witns before examnr
Knowles v The Midland Ry. Co. m d pt hd (S. O.)
Kitching v Jones m d
Bingley v Benton m d (abated)
Satterthwaite v Emmett c (abated)
Tyson v Benson c, witns (21 April)
Benson v Tyson c (21 April)
Tomkins v The City Offices Co. (limd) c, with witns
Reeve v Jones f c and sumns to vary (S. O.)
Sawyer v Goodwin f c (abtd)
Burt v Hellyar f c (abated)
Lautour v The Attorney-General c with wits
Smith v Mantz c
Harrison v Webster m d (abated)
Schrier v Dyer c
Smith v Harding sp c
Leighton v Leighton c, witns (S. O, to fix a day)
Brett v London and North Western Ry. Co. c
Hogg v Scott m d
Gould v Mansfield f c (18 April by order)
Bury v Jackson f c
Cove v Eggar f c
Winsor v Wood m d
Pulley v Campbell c
Taylor v Miller f c
Bruff v Cobbold f c motn to vary certificate, and costs reserved
Stevens v Stevens f c
Harrison v Richards f c and petn (short)
Wilkins v Cuarretton f c
Bell v Turner m d (not before 21 April)
Knight v Knight f c
Ainsworth v Yates m d
Nicholson v Kemp m d
Griffiths v Griffiths sp c
Young v Young c
Watkins v Hughes f c
Hooker v Hooker f c
Parfrey v Hitchings f c
Watkins v Bousquet m d (suppl. bill)
Dowling v Pontypool, Caerleon and Newport Ry. Co. m d
Clark v Pike f c
Armstrong v Fowler m d
Jenkins v Vaughan m d
White v White f c

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

WHITELEY—On April 12, at Dulwich, the wife of George Crispe Whiteley, barrister-at-law, of a daughter.

MARRIAGES.

CARTMELL—RICHARDSON—On April 15, at St. Paul's Church, Carlisle, Studholme Cartmell, solicitor, Carlisle, to Jane, younger daughter of the late William Richardson, of Carlisle.

DAWSON—GOODRICH—On April 8, at the parish church of Llanfair, D.C., North Wales, Gerard Finch Dawson, barrister-at-law, of Lincoln's Inn, to Dora Harriett, third daughter of James Goodrich, Esq., of Eyarth House, Denbighshire.

HUTCHINSON—DALE—On April 14, at the Church of the Holy Trinity, Darlington, Edward Hutchinson, solicitor, Darlington, to Annie Marion Stuart, only daughter of David Dale, Esq., of West Lodge, Darlington.

ORMEROD—STAPYLTON—On April 9, at Christ Church, Lancaster, Henry Mere Ormerod, Manchester, solicitor, to Madalina, widow of R. G. Stapylton, Esq.

TRAPPES—ROSTRON—On April 13, at St. Wilfred's Church, Hulme, Byrnand Trappes, Esq., of Manchester, solicitor, to Bessie Broughton, youngest daughter of John Rostron, Esq., of Ruthin, North Wales.

TWEEDY—CARLYON—On April 7, at Kenwyn, Truro, Henry John Tweedy, Esq., of Lincoln's Inn, barrister-at-law, to Maria Louisa, second daughter of E. T. Carlyon, Esq., of Treve, solicitor.

WEIGHTMAN—RAWSON—On April 9, At Holy Trinity Church, Leicester, Thomas Turner Weightman, of the Inner Temple, barrister-at-law, Esq., to Emma Sophia, only child of the late James Rawson, Esq., of Leicester.

DEATH.

DALY—On April 10, at Youngwoods, Isle of Wight, Francis Hugh Daly, barrister-at-law, 1, New-square, Lincoln's Inn, aged 51.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

TUESDAY, April 7, 1874.

LIMITED IN CHANCERY.

Ballycummisk Copper Mining Company, Limited.—The M.R. has, by an order dated Jan 27, appointed John Romanes, West Worthing, and John Henry Rochester Breckels, Guildhall chambers, Basinghall st, to be liquidators.

Creditors under Estates in Chancery.

TUESDAY, April 7, 1874.

Rose, George Frederick, North bank, St John's Wood. May 22. Felstead v Gray, V.C. Malins.

Taylor, Harriett Harley, Rockleaze, Gloucester. April 30. Harley v Taylor, V.C. Malins. Harley, Bristol

Wickham, John, Codrington, Gloucester, Farmer. May 5. Wickham v Fitzwerick, V.C. Bacon. Trenfield, Chipping, Sodbury

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, April 3, 1874.

Babb, James, Plymouth, Devon. June 1. Rowe, Plymouth

Bingley, John, Leeds, Engineer. May 20. Simpson and Burrell, Leeds

Brind, Walter, Marshfield, Monmouth, Gent. June 1. Prothero and Fox, Newport

Britton, Robert, Castle Donington, Leicester, Gent. June 12. Dalton and Salusbury, Leicester

Brown, Frederick, St James' square, Notting Hill, Surveyor. May 9. Dickson, Bedford row

Cartwright, Charles Merritt, Liverpool, Gent. May 15. Hore and Monkhouse, Liverpool

Charles, Thomas, Arabella row, Pimlico, Fishmonger. May 15. Mason and Withall, Bedford row

Chatfield, Frederick, Brighton, Sussex, Esq. April 30. Upton and Co, Austin Friars

Colligan, Agnes, Liverpool. July 1. Bradley and Steinforth Liverpool

Cummings, Mary Ann, Portobello rd, Notting hill. May 15. Briggs, Lincoln's inn fields

Duke, William, Aston Manor, Birmingham, Gent. May 1. Duke, Birmingham

Fielder, Elizabeth, Forton, Southampton. May 12. Wilkinson, Gosport

Gardner, Henry, Gloucester, Wood Turner. May 25. Jones, Gloucester

Goddard, William Rainey, Eversley, Hants, Esq. May 1. Cavell, Waterloo place, Pall Mall

Halsted, Edward Pellew, Gosport, Hants, Vice-Admiral. May 1. Currie and Williams, Lincoln's inn fields

Hardey, George, Cursitor st, Chancery lane. May 12. Johnston and Jackson, Chancery lane

Hill, Robert Green, son, Wybunbury, Chester, Esq. April 25. Bellyse, Nantwich

Howard, Hannah, Middleton Cheney, Northampton. May 1. Pellat, Banbury

James, John, Llanfrechfa Upper, Monmouth, Ironmaster. June 1. Prothero and Fox, Newport

Kingdon, Digory Forrest, Stratford, Essex, Estate Agent. May 16. Russell and Co, Old Jewry Chambers

Lissons, Robert, Womersley, York, Farmer. June 1. Arundel, Pontefract

Monnery, John William, Catford Hill, Lewisham. May 10. Hawks and Co, Borough High st, Southwalk

Morgan, John, Ryde, Isle of Wight, Tailor. May 18. Fardell and Wooldridge, Ryde

Mundy, Edward, Brighton, Sussex, Accountant. May 1. Black and Co, Brighton

Noble, George Arthur, Preston, Lancaster, Gent. April 30. Banks, Preston

Perry, Amelia, Avenue rd, Regent's Park. May 1. Stutfield, St. George's terrace, Regent's park

Reece, William Henry, Birmingham, Solicitor. June 1. Reece and Harris, Birmingham

Reynard, Ann, Leeds. July 1. Teale and Appleton

Roderick, Thomas, Pembrey, Carmarthen, Gent. April 30. Johnson

Round, Elijah, Gloucester, Currier. May 25. Jones, Gloucester

Schrier, Mary Ann Powell, Wade's place, Mile End. May 1. Wills, Carter lane, Doctors' commons

Scott, Jane, Manchester. June 15. Storer, Manchester

Stainton, George, Louth, Lincoln, Currier. April 30. Lucas and Lucas, Louth

Thomas, William, Llanelly, Carmarthen, Master Mariner. April 30. Johnson

Tobin, Lieut Col John, Bristol. May 15. Hirtzel, Exeter

Westhead, Walter Bousfield, Holmes Chapel, Cheester, Merchant. May 30. Jellicorse and Bates, Manchester

TUESDAY, April 7, 1874.

Ansell, John, Leamington Priors, Warwick, Livery Stable Keeper. May 18. Large, Leamington Priors

Boulton, John, Solihull, Warwick, Gent. May 15. Jones, Alcester

Burnham, Edward, Kingston-upon-Hull, Surgeon. May 25. Roberts and Leak, Hull

Long, Henry, Landport, Southampton, Licensed Victualler. May 1. Edgcombe and Cole, Portsea

Marshall, James, Low Orton, Northumberland, Farmer. May 1. Woodman, Morpeth

Osborne, Anna, Leamington Priors, Warwick. May 18. Large, Leamington Priors

Sargent, Frederick, Pall Mall, Esq. May 2. Finney and Son, Furnival's inn

Stephens, Stephen, Star st, Paddington, Gent. June 1. Rhodes and Son, Chancery lane

Symcox, Francis, Studley, Warwick, Farmer. May 1. Jones, Alcester

Bankrupts.

FRIDAY, April 10, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Macnamara, H, Pudding lane, Shipping Agent. Pet April 2. Murray. April 21 at 11

Watt, George, and Joseph James Barnett, Ironmonger lane, Woollen Merchants. Pet April 8. Murray. April 21 at 12

To Surrender in the Country.

Green, William, Manchester, Wholesale Fish Curer. Pet April 8. Kay. Manchester, April 30 at 9.30

Rice, John, Derby, Elastic Web Manufacturer. Pet April 8. Weller. Derby, April 22 at 12

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, April 10, 1874.

Bell, Jane, Kingston-upon-Hull. April 20 at 1 at offices of Summers, Manor st, Kingston-upon-Hull

Bennett, Joseph, Old Bailey, Poulterer. April 22 at 3 at offices of Howell, Cheapside

Bicknell, Henry, Bristol, Carpenter. April 18 at 11 at offices of Essery, Guildhall, Broad st, Bristol

Botevyle, John William Chinnery, Lupus st, Pimlico, Hair Dresser. April 24 at 2 at offices of Browne and Co, Old Jewry. Neave, London wall

Bradshaw, David, Manchester, Drysalter. April 29 at 11 at offices of Boote and Edgar, George st, Mahchester

Cooper, Alfred, Romsey, Southampton, Grocer. April 17 at 2 at the Guildhall Coffee house, Gresham st. Coxwell and Co

Cross, William Silas, Warminster, Wilts, Miller. April 24 at 1 at offices of Chapman and Ponting, Warminster

Da Costa, Francis Albert, Albert rd, St John's Wood, Gent. April 22 at 3.30 at offices of Renshaw and Rolph, Cannon st

De Maria, Guiseppe, Brewer st, Regent st, Italian Warehouseman. April 15 at 4 at 33, Gutter lane, Cheapside. Wood and Co, Bucklersbury

Dore, Jonathan, Camden passage, Islington, Boot Maker. April 17 at 3 at offices of Fenton, Colebrooke row, Islington

Dorey, Francis, Victoria cottages, Nightingale rd, Builder. April 20 at 3 at offices of Howell, Cheapside

Dowler, John Armstrong, Liverpool, Tallow Chandler. April 23 at 2 at offices of Hughes, Lord st, Liverpool

Forty, John, Swindon, Wilts, Labourer. April 25 at 3 at offices of Foreman, Bath rd, Swindon

Galloway, James John, Liverpool rd, Clerkenwell, Baker. April 27 at 3 at offices of Hatchfield, Lincoln's inn fields

Goddard, William Henry, Slough, Bucks, Cabinet Maker. April 24 at 11 at offices of Barrett and Dean, High st, Slough

Goddin, David Cumberland, Romford, Essex, Licensed Victualler. May 4 at 2 at offices of Thwaites, Basinghall st. Fulcher Basinghall st

Hammond, Edmund, Cunningham place, St John's Wood rd, Builder. April 17 at 3 at the Masons' Hall Tavern, Masons' avenue, Coleman st. Noton, Great Swan alley, Moorgate st

Hampson, Richard, Horbury, York. May 1 at 11 at offices of Stringer, Ossett

Handley, Robert, Kingsley, Chester, Huckster. April 23 at 2 at offices of Linaker, High st, Runcorn

Harris, Maria Ann, Downham Market, Norfolk, Innholder. April 23 at 12 at the Castle Hotel, Downham Market. Mason, Wereham

Hodkinson, John, Macclesfield, Chester, Provision Dealer. April 29 at 3 at the Mitre Hotel, Cathedral gates, Manchester. Higginbotham and Barclay, Maccle field

Jackman, James Tyndale, Hounslow, Middlesex, Architect. April 21 at 2 at the Northumberland Arms Hotel, Isleworth. Gowing, Coleman st

Jackson, Thomas, Lillington st, Grocer. April 22 at 3 at offices of Salaman, King st, Cheapside

Johnson, Frederick, and William Hatchman, Wood st, Warehousemen. April 22 at 11 at offices of Challis and Co, Clement's lane. Engel, Great Marlborough st

Keeble, William, Princes rd, Notting Hill, Linen Draper. April 15 at 11 at offices of Hunter, London wall. Ede, Ludgate hill

Keen, Frederick, Walmer rd, Notting Hill, Dairyman. April 20 at 2 at offices of Cotton, Coleman st

Ledger, William, Doncaster, York, Joiner. April 21 at 11 at offices of Peagam, Baxter gate, Doncaster

Marshall, Joseph, Churt, Surrey, out of business. April 25 at 1 at offices of Stevens, Portsmouth rd, Guildford

Martin, Frederick, Chelmsford, Essex, Baker. April 28 at 11 at offices of Blyth, Chelmsford

Meade, Henry Dixon, Manchester, Money Scrivener. April 23 at 4 at offices of Best, Brown st, Manchester

Mayerscough, Joseph, Manchester, Provision Dealer. April 24 at 3 at offices of Edwards and Bintliff, Brazennose st, Manchester

Newton, Joseph, Wigton, Cumberland, Saddler. April 24 at 11 at offices of Hodgson and McKeever, Wigton

Peasegood, Robert Alcock, Ryde, Isle of Wight, Upholsterer. April 23 at 2 at offices of Edmonds and Co, St James st, Portsea. Fardell and Wooldridge, Ryde

Robinson, William Frederick, Great Yarmouth, Norfolk, Yard Refiner. April 28 at 11 at offices of Wiltshire, Hall plain, Great Yarmouth

Senior, Frank, Conisbro', York, Grocer. April 24 at 11 at offices of Peagam, Baxter gate, Doncaster

Simpson, James, Angel lane, Stratford, Essex, Tailor. April 16 at 3 at offices of Thwaites, Basinghall st. Fulcher, Basinghall st

Smyth, Isaac John, Holborn buildings, Holborn, Bookseller. April 24 at 4 at Anderton's Hotel, Fleet st. Price, Serjeants' inn, Fleet st

Spenceley, Ann, Kingston-upon-Hull, Toy Dealer. April 20 at 3 at offices of Rollit and Sons, Trinity House lane, Kingston-upon-Hull

Stopford, Arthur Charles, Cornwall rd, Bayswater, Gent. April 20 at 11 at 33, Gutter lane. Downes, Cheapside

Summers, John Henry, Mare st, Hackney, Draper. April 27 at 3 at offices of Lumley and Lumley, Old Jewry chambers

Taylor, James, jun, Little Bolton, Lancashire, Joiner. April 23 at 11 at offices of Winder, Bowker's row, Bolton

Taylor, Thomas, Ipswich, Suffolk, Coal Merchant. April 23 at 10 at offices of Jackaman and Sons, Silent st, Ipswich

Trake, John, Harrow, Middlesex, Fruiterer. April 17 at 12 at the King's Head Hotel, Harrow. Roberts, Clement's inn, Strand

Walker, Adlett, Hensall, York, Grocer. April 23 at 12 at the Downe Arms, Snaith. Carter

Wheen, Edwin, Mexborough, York, Grocer. April 21 at 12.30 at offices of Shirley and Atkinson, St George gate, Doncaster

Wilkinson, Frederick, Scarborough, York, Hotel Proprietor. April 29 at 3 at the Bull Hotel, Westborough, Scarborough. Williamson, Scarborough